

# AFT STAFF GUILD

## 2023 NEGOTIATIONS

### NEWSLETTER 1/29/24



Staff Guild  
Local 1521A

#### NEGOTIATIONS 2023 – 2026 IN PROGRESS

AFT College Staff Guild and the Los Angeles Community College District began negotiations on March 29, 2023. Ground rules, some initial proposals, and counter proposals have been presented.

#### NEGOTIATING TEAM

Staff Guild Co-Chief Negotiators Yovanna Campos, Martha Figueroa, CFT Field Rep and Luukia Smith, Executive Director/Monitor

LACC – Natalie Embrey

LAPC – Sean Khalifehzadeh

ESC – Yung Kim

LASC – Ruben Villanueva

ELAC – Rowena Smith

LATTC – Lori Hunter

LAHC – Andy LaBrune

LAVC – Aleta Campbell

LAMC – Ana Iniguez

WLAC – Maria Mancia

President – Andrea Edwards

1<sup>st</sup> VP – Jesse Saucedo

2nd VP – Maira Cruz

Recording Secretary – Yovanna Campos

Treasurer – Troy Pierce

Grievance Secretary – Chad Baugher

#### WHAT'S HAPPENING

**We are negotiating a successor agreement to the contract that expired on June 30, 2023. While we are in continued negotiations, the contract will still be valid until negotiations are concluded. *There is no lapse in union representation.* Both parties are currently meeting with their bargaining teams and developing proposed article language.**

#### CALENDAR OF MEETINGS

The AFT 1521A team has planned meeting dates for bargaining prep as follows:

02/06/2024

02/08/2024

Meetings with management are scheduled as follows:

02/09/2024

## SUNSHINED ARTICLES

ARTICLE 5, GENERAL PROVISIONS

ARTICLE 8, WORK ENVIRONMENT

ARTICLE 10, VACATION

ARTICLE 11, HOLIDAYS

ARTICLE 12, HOURS AND WORKWEEK

ARTICLE 14, TRANSFER AND REASSIGNMENT

ARTICLE 15, CLASSIFICATION AND RECLASSIFICATION

ARTICLE 16, PROCEDURE FOR PERFORMANCE EVALUATION

ARTICLE 17, PROFESSIONAL DEVELOPMENT AND RETRAINING

ARTICLE 19, LEAVES AND ABSENCES

ARTICLE 20, TELECOMMUTING

ARTICLE 21, JLMBC

ARTICLE 22, GRIEVANCE PROCEDURE

ARTICLE 23, WAGES AND SALARIES

ARTICLE 24, COMMITTEES/SHARED GOVERNANCE

If members have any additional ideas or proposed language for the above articles, please contact your chapter worksite negotiations team representative.

In Strength and Unity

Dear Members:

The year is off to a great start! We settled on 5 different articles this past week in negotiations. There are great wins that we want to share with you.

Your Negotiations Team has put a lot of work into this newsletter. Please take a moment to read it and contact your worksite bargaining team member if you have any questions.

Please keep in mind that these changes are tentative and will go into effect once our new contract is ratified. The ratification date is currently unknown. The tentatively agreed upon language for Articles 8, 11, 12, 14, and 19 are as follows:

***AFT 1521A Proposal 4/19/23***

***Management Counter Proposal 5/3/23***

***AFT 1521A Counter Proposal 6/14/23***

***Management Counter Proposal 9/28/23***

***AFT 1521A Counter Proposal 11/3/23***

***Management Counter Proposal 11/3/23***

***AFT 1521A Counter Proposal 11/17/23***

***Management Counter Proposal 12/11/23***

***Tentative Agreement on 1/22/2024***

## **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.3.c**

- Classified staff will be provided with a detached keyboard and stand-alone mouse. Employees issued a laptop are provided with a 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.

*AFT 1521A Proposal 4/19/2023*

*Management Counter Proposal 5/10/23*

*AFT 1521A Counter Proposal 5/24/23*

*Management Counter Proposal 6/14/23*

*AFT 1521A Counter Proposal 9/28/23*

*Management Counter Proposal 9/28/23*

*Tentative Agreement 1/22/24*

### **Article 11 Holidays**

The revamped holiday observance policies in the updated agreement between the AFT and the District signify a positive shift towards increased flexibility, cultural awareness, and a more inclusive approach. Unlike the intricate and somewhat restrictive guidelines in the old policy, the new provisions allow for greater adaptability and acknowledgment of culturally significant days.

- Holidays added:
  - Genocide Remembrance Day – observed April 24
  - Admission Day – observed between December 26 and December 30
- The four hours on the Friday of Spring Break has been upgraded to two floating Wellness Days per fiscal year, for 4x increase of four hours to 16. These are similar to the PAL day as they do not roll over and can be taken at any time.
- Wellness Days

- On July 1<sup>st</sup> 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.
- The 2 Wellness Days for 2023 – 2024 will be available for employee use after February 1, 2024. These 2 days must be used by June 30, 2024.

***Management Proposal 5/10/23***

***AFT 1521A Counter Proposal 6/14/23***

***Management Counter Proposal 9/28/23***

***AFT 1521A Counter Proposal 12/11/23***

***Management Counter Proposal 1/22/24***

***AFT 1521A Counter Proposal 1/22/24***

***Tentative Agreement 1/22/24***

**Article 12 Hours and Workweek**

- Considering that the District has the power of dictating assignments, we have negotiated a stricter process for justifying changes to an employee’s schedule.
- Whenever “reasonable business necessity of the District” is referred to in Section A and is used to make changes to employees’ work schedules, written justification and documentation demonstrating the decision shall be provided.

**12.A.3**

- An employee’s shift 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**

- The B-shift differential has increased from 6.9 to 7.2 percent. (updated to reflect current amount)

### 12.A.7

- When permanently changing the employee's hours across shifts (ex. A to B), the District shall first:
  - Call for volunteers. If volunteers are available, the employee may have their shift changed with at least three weeks prior written notice of the change.
  - If no volunteers are available after at least 10 business days of notice, the employee may have their shift changed permanently with at least three weeks prior written notice.
  - Employees shall not lose their shift differential for a year after the shift change.
  - Training shall not be interrupted by a permanent change of hours while such training is in progress, if the training is only available during the previously assigned employee's shift. If the employee is required to complete training outside of their new work hours, the employee shall be eligible for overtime or comp time.

### 12.B.2

- In response to the continued use of unclassified staff for various activities outside of an employee's work schedule, language was added that solidified classified's right to not have their work (and overtime opportunities) usurped by unclassified staff.

### 12.B.5

- Unclassified assignments will be paid at the overtime rate.

### 13.

- Classified employees will earn overtime for any work over 40 hours for the week at the 1.5x overtime rate.
- Classified employees working additional certificated assignments will be paid at the adjunct rate or a blended rate of pay, whichever is higher.
- Adjusted work schedules will be reviewed on a case-by-case basis with the recommendation of the employee's supervisor and the approval of the College President or Vice Chancellor or designee.
- If an employee is unable to accept a certificated assignment for two consecutive semesters because the assignment falls within their classified schedule, the employee will be able to appeal to the Vice Chancellor of Human

Resources or Deputy Chancellor within five working days at the time of the second denial and a response shall be received in five working days as well.

- Consistent with the shift changes, whenever there is a denial for an adjusted work schedule, written justification and documentation shall be provided.
  - Again, the District has the right to deny adjusted work schedules as needed. Our goal was to require legitimate documentation and reasons for the denial.

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***AFT 1521A Counter Proposal 6/14/23***

***Management Counter Proposal 11/3/23***

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***AFT 1521A Counter Proposal 1/22/24***

***Management Counter Proposal 1/22/24***

***Tentative Agreement 1/22/24***

## **Article 14 Transfer and Reassignment**

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 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 working days in advance of the change.
  - Again, the District has discretion in how worksites are staffed. Our effort here was to provide as much time as possible for employees to plan for 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.

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***Tentative Agreement 1/22/24***

### **Article 19 Leaves and Absences**

#### 19.C.1

- The definition of a “family member” was updated to reflect state law effective January 1, 2023.

#### 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
  - Employee may use any of their PTO quotas to make it 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.

#### 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.

## NEGOTIATIONS 101

### **BARGAINING PROCESS**

Both sides will come to the table with proposals. Proposals will be discussed and modified until tentative agreements are reached. Assuming an agreement can be reached, the contract will be recommended for ratification by the members.

### **SUNSHINING**

Both parties present the topics they want to bargain. Either side can open any and all articles.

### **NEGOTIATIONS**

Both sides sit down with legal obligation to bargain in good faith to attempt to reach agreement.

### **CAUCUS**

When there needs to be a break in negotiations at the table and a private conversation needs to be held away from management for a consensus.

### **IMPASSE**

Either side can declare the talks are deadlock, which leads to mediation. A state appointed mediator tries to get the two sides to reconcile their differences. If not successful, the mediator will send the parties to fact-finding.

### **FACT-FINDING**

A fact-finding panel will issue a report with recommended terms of settlement, but the parties don't have to agree to it.

### **AFT 1521A CAN STRIKE - DISTRICT CAN IMPOSE**

If no agreement is reached, LACCD can legally and unilaterally impose its last, best and final proposals. AFT1521A can legally hold a job action, including a strike.