

## September 12, 2023 - ACE Negotiations Update

ACE and the District have reached an agreement on Cost-of-Living Adjustment (COLA) for 2023-24 and benefit costs for plan year 2024. The memorandums of understanding (MOUs) for both items are attached to the end of this message.

### COLA

- An ongoing 7.22% increase effective July 1, 2023.
- **Implementation requires a couple of steps:**
  - Ratification by ACE membership. This will be completed by the end of September.
  - Board of Trustees for approval (this is performative). This will most likely be their Oct. 2 meeting.
  - See the money? When asked for a timeline on implementation, the district was unwilling to give a definitive date, but it was agreed that sooner rather than later would be beneficial for all. We'll keep you posted on this.

### Benefits for Plan Year 2024 – See Attached MOU for Plan Rates

- Employees will pay 15% of the medical premium for plan year 2024.
- District will pay 85% of medical plan premium plus full dental and vision premium. See attached MOU.
- It is important to remember that the bargaining units and the district negotiate who pays how much based on CalPERS's plan options but neither has any say in what plans they offer, the cost of a plan including deductibles and co-pays, or what practitioners are included in those plans.
- New rates become effective January 1, 2024.
- Open enrollment to select plans for 2024 runs Sept. 19 through Oct. 13, 2023.
  - An Open Enrollment Benefits Fair will be part of District Opening Day (09/20/23) in the Foothill College Dining Hall from noon to 2 pm.
    - The Benefits Fair for the 2024 plan year provides information about the CalPERS health care plans and other benefits available to employees and retirees such as life insurance and supplemental retirement planning.
    - All insurance carriers and 403(b)/457(b) vendors have been invited to attend the event to answer employees' questions in person.

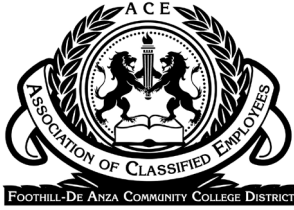
### Articles in the ACE Agreement

ACE and the District have reached tentative agreements (TAs) on several items open for negotiations. Member ratification of these TAs will occur when all open items are resolved.

#### Article 3 – Union Security

- Removes fair share feepayers language because of the 2018 Janus Supreme Court Decision. Adds language defining what unit information District is required to provide to ACE and when.

#### Article 7 – Employment Practices



- 7.5.1 – Selection for Promotion – Changes when internal candidates can apply for a position before external candidates. Why? [Cal Code Regulation 53021\(c\)](#) says “shall actively recruit from both within and outside the district work force to attract qualified applicants for all vacancies” There are a few exceptions where internal recruitment/promotion can happen:
  - a reorganization that does not result in a net increase in the number of employees;
  - one or more lateral transfers are made and there is no net increase in the number of employees;
  - a position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual.

### Article 9 – Holidays and Vacation

- 9.1 - Formerly adds Juneteenth to the list of holidays for a total of 18 paid holidays a year.
- 9.3 – NEW – Floating Leave (formerly called Personal Necessity Leave)
  - Maintains 40 hours of paid leave. If unused, does not roll over to new year (July 1 -June 30). If you leave the district, you do not get paid out for any unused Floating Leave.
  - May be used for planned absences which other leaves (sick, personal) aren't appropriate. **You are NOT required to inform your supervisor of the purpose of the request.**
  - Must get signed approval in advance to take the leave.
  - The description of this type of leave was changed because the Ed Code has a very specific definition of "Personal Necessity Leave" (see Article 10.10). To comply with the Ed Code and maintain our current leave structure with the extra 40 hours, we needed a new name for it.

### Article 10 – Leaves

- 10.4 – Parental Leave – Amended language to meet changes to the law. The maximum leave is 12 weeks within a 12-month calendar (new). If you use sick/vacation leave to keep your full salary while on parental leave, the number of weeks you use is subtracted from the 12-week total that parental leave allows. If you choose, once you've used all your accrued sick/vacation leave, any remaining weeks left on your 12-week parental leave will be covered at 50 percent of your salary.
- 10.10 – Personal Necessity Leave – 7 days per year, drawn from accrued sick leave.
  - For emergency purposes and/or qualified absence under ed code [88207](#). Supervisor can request a reason for leave.
  - Can be used immediately upon employment.

### Article 11 – Layoff

- 11.1 – Incorporates language for new layoff process found in California Ed Code sections [88014](#), [88015](#), [88017](#), [88117](#) and [88127](#), which requires notice by March 15 and allows the affected worker the right to a hearing to determine if there is cause for not reemploying then employee for the ensuing year.
- 11.3 – Notice and Consultation with Union – To determine if other opportunities are available to affected workers.



- 11.4 – Notice of Layoff & Procedures – March 15 notice.

### **Articles Still Under Negotiation**

#### **Article 8 – Pay and Allowances**

- 8.4 – Longevity – asked for an increase of \$10 per award. To date, no response from District.
- 8.7.2 – Weekend Pay – asking for parity with other bargaining units and increase weekend stipend from \$75 to \$100 per month. To date, no response from District.
- NEW – Bilingual Pay – asking for parity with other bargaining units and provide \$100 per month stipend for workers who are requested to use their bilingual skills, including American Sign Language. To date, no response from District.

#### **Article 9 – Holidays and Vacation**

- 9.2.1 – Full-time Workers – asking for parity with other bargaining units and provide 16 hours vacation accrual per month. District rejected the proposal but has not provided a counter.

#### **Article 13 – Hours and Overtime**

- 13.2.6 – Remote Work – offered a process to evaluate a position’s suitability for remote work. To date, no response from District.

#### **Article 16 – Disciplinary Action**

- 16.5 – Time Limit – The District wants to align our agreement with [Ed Code 88013 \(d\)](#) which states they can’t initiate any disciplinary action for any cause alleged to have arisen more than two years prior to the worker becoming permanent nor for any cause alleged to have arisen. For more than a decade our agreement has stated they can’t do this if it is more than one year. To date, the district has provided no compelling argument to change it.
  - Unlike the change to internal recruitments that says we must have an open process; this law does not prohibit shortening the time limit it just says it can’t be longer than two years.