

# Three things Los Angeles school workers need to know about the sellout SEIU contract

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Last Friday afternoon, Service Employees International Union Local 99 announced a tentative agreement for 30,000 school support staff in Los Angeles, the day after the union ended a three-day strike which shut down the country's second largest school district.

The announcement was followed by a PR blitz hailing the deal as a historic victory. This involved not only the SEIU bureaucracy itself, but also the Democratic Party, including LA Mayor Karen Bass, who joined the talks shortly before the deal was announced. "I want to thank SEIU Local 99 Executive Director Max Arias and Superintendent Alberto Carvalho for working together with me to put our families first," Bass declared.

Also chiming in were the Democratic Socialists of America, which controls both the LA school board and the United Teachers Los Angeles union, through its de facto mouthpiece *Jacobin* magazine, which declared in a headline, "In Los Angeles, 60,000 Education Workers Just Went on Strike and Won Big."

The weekend saw many self-congratulatory statements along these lines but few concrete facts about the contract itself, save for limited "highlights." On Sunday, the SEIU held a brief online meeting to review the deal, kept to 45 minutes to limit questions from the floor.

But on Monday, the union finally released the full contract, which is clearly nothing like the "victory" it is claimed to be. In fact, it is a miserable sellout which falls far short of even what the union officialdom said it was demanding. Workers should reject the contract by the widest possible margin, sending it into the trash can where it belongs. They must continue their struggle, but this time under the control of the rank and file itself, not career union bureaucrats.

Here is what is really in the contract:

**1. Wage increases which leave workers in poverty.** The contract, which is retroactive to 2021, is three years long and expires in February 2024. The deal includes a pay raise of 6 percent retroactive to July 2021 for those who were employed at the time by the district. The second year of the contract includes a 7 percent wage increase, followed by another 7 percent wage increase for the 2023-2024 contract year. In July 2024, workers will receive a \$2 per hour increase in what will

be the final year of the contract.

This amounts to a 20 percent wage increase plus \$2 per hour. This is almost entirely eaten up by inflation, which reached its highest levels in 40 years in 2022 and still is at 6 percent. It is also significantly less than the 30 percent increase, which the SEIU itself had called for.

But even that pay increase, had it been included in the deal, would have still left workers in poverty. A typical LAUSD worker will see his or her salary increase from \$25,000 a year to only \$33,000 per year under the current terms presented, not enough to even cover rent in one of the most expensive cities in America.

Workers will also receive a one-time retention and appreciation bonus of \$1,000, an amount that will be sharply reduced after taxes. The bonus is to be given "in recognition of in-person work under the adverse circumstances caused by the COVID-19 pandemic," in which workers and their families endured long bouts of sickness, hospitalizations and even deaths. This paltry sum is hardly a fair exchange for the immense sacrifices which workers have given over the course of the pandemic.

Additionally, the proposed agreement includes insultingly low "longevity increments" providing salary increases after employees have worked in their positions for a number of years consecutively. They range from an increase of \$0.15625 per hour for 10 years of service to \$.28125 per hour after 30 years.

The new agreement also does not compensate workers for wages lost during last week's strike, which amounted to about 1.6 percent of their annual salary. Both SEIU Local 99 and UTLA (United Teachers Los Angeles) will not pay workers a penny out of their funds for going on strike. When one worker at last Friday's online union meeting questioned what had happened to the three days of lost pay, the union bureaucrat simply replied, "Well, the district didn't pay us."

**2. No changes to staffing levels but the creation of new joint-labor management committees.** Instead of mandated staffing levels, the contract creates a joint labor-management committee, which would also have authority over additional work hours, split shifts and the status of teaching assistants. Other labor-management committees would also be set up in the areas of Food Services and Technology and in

Transportation, Mechanics, Maintenance and Operations. The committees would meet no more than once per month for the latter and once per quarter for Food Services and Technology.

These committees, widely in place at unionized workplaces all over the country, are completely toothless from the standpoint of meeting workers' demands but provide union bureaucrats with the opportunities to rub elbows with management.

They also serve as a lucrative additional source of funding for the bureaucracy's bloated incomes. The SEIU deal contains a \$3 million trust "to be used exclusively for the education and professional development needs of SEIU members." Similar "joint training schemes" in the auto industry served to funnel billions of dollars in corporate money into the pockets of top bureaucrats and figured prominently in a series of indictments beginning in 2016 which brought down much of the top leadership of the United Auto Workers. In 2021, the health care unions reached a sellout deal with Kaiser Permanente which included tens of millions of dollars in funding for similar "joint" schemes.

**3. No changes to concessions on retirement.** Many of the onerous terms of the last agreement reached in 2018 remain unchanged, including a requirement that full retirement health benefits would be only available to those workers working 30 consecutive years and whose retirement age is the difference between 87 and their total years of service. These terms leave retirement health benefits out of reach to all but those who end up spending nearly their entire adult lives working for the school district.

The new terms also include health care provisions requiring employees to cover 100 percent of premium costs for any enrolled dependents, such as spouses or children.

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Workers should reject this contract by the widest possible margin. The fact that the SEIU bureaucrats even brought this back for a vote is a flagrant violation of the sentiment of the rank and file which is to fight for far more, to win back everything that they have lost and to be able to earn a living by working a single job in the school district. Moreover, it comes after the union deliberately limited the strike in advance to only three days and designated it as an Unfair Labor Practices (ULP) strike to legally block workers from raising economic demands.

A "no" vote, therefore, is only the starting point. A contract rejection will not convince the bureaucracy to go back and "bargain" for anything better. Instead, workers have to build new alternative structures, rank-and-file committees, to take the initiative out of the hands of the apparatus, organize workers around their own demands and fight for democratic rank-and-file control.

In contrast with the latest concessionary contract, the West Coast Educators Rank-and-File Committee urges education workers in Los Angeles and beyond to fight for an agreement that meets the actual needs of students and staff, not what the

union apparatus and district say they can afford. It calls for a NO vote on the contract and raises the following demands:

**1. 100 percent pay raises** to begin elevating LAUSD workers out of poverty and to fight rising inflation.

**2. Restore full staffing levels in all departments:** custodians, bus drivers, cafeteria workers, special ed assistants, school climate workers, parent reps and all others.

**3. Bring back full COVID-19 protections and mitigations,** including the instituting of a COVID dashboard to report all cases of coronavirus, norovirus and other viruses. COVID-19 is still rampaging throughout the country despite false claims by the Biden administration that it is over. Testing, quarantining, vaccinations, contact tracing and all measures must be provided for free and for all. If there is an outbreak at a school, the workers must shut down the school. Provide full income and free services, including medical care, to all employees and students and their families to sustain themselves.

**4. All part-time employees must be converted to full-time, including full benefits.**

**5. The counting of the contract ballots must be conducted by rank-and-file SEIU members.**

**6. All negotiations between the union and the school district must be live-streamed to prevent secret concessions being worked out behind closed doors.**

**7. All members must receive the full contract, not just the "highlights." An entire week must be given for workers to study and discuss the contract.**

**8. All members must receive a week's pay in strike pay for going on strike.**

All LAUSD workers and their sympathizers are encouraged to join and build the rank-and-file committees of Los Angeles and West Coast educators today and to take this urgent struggle forward. Details can be found by clicking on the link here .



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