



Agreement

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

American Federation of Teachers
College Staff Guild, Local 1521A
AFL-CIO

January 1, 2020
to
December 31, 2022



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This Agreement made and entered into at Los Angeles, California, **February 25, 2020**, by and between the American Federation of Teachers College Staff Guild, Local 1521A, hereinafter referred to as the Employer, and the Office and Professional Employees International Union, Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

P R E A M B L E

Whereas, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

SECTION 1.1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages, and working conditions of all employees coming under the jurisdiction of this Agreement, specifically, any phase of office or clerical work.

SECTION 1.2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

ARTICLE 2 - UNION SECURITY

SECTION 2.1. (A) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the date of execution of this Agreement, shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall on the thirty-first (31st) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. This shall not apply to duly elected officers, business agents and dispatchers not now members of the Union not qualified to become members.

Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

SECTION 2.2. When a full-time, part-time, and/or temporary position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union, giving the name of the new employee, starting date, and classification.

SECTION 2.3. No employee shall as a condition of employment be required or permitted to participate in any internal political action of their Employer's union, nor shall

the employee be required or permitted to campaign for any individuals who are candidates for a Union office of the Employer.

SECTION 2.4. Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

SECTION 2.5. All money deducted or collected by the Employer shall be remitted to the Union on or before the 20th day of the month following that in which the deductions or collections are made. The Employer shall submit to the Union a monthly record of those employees from whom deductions or collections have been made.

ARTICLE 3 - SUBCONTRACTING

All work shall be performed on an hourly basis subject to terms of this agreement. No OPEIU work, as described in the attached job descriptions, shall be subcontracted.

ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR EMPLOYEES

SECTION 4.1. (A) Upon initial assignment of any employee to a new position, such employee will be informed of the name of their immediate supervisor and the duties to be performed in that position.

(B) The Employer or the Employer's representative shall make known to the employee what duties to perform and from whom to receive instructions.

SECTION 4.2. All employees may be regarded as probationary employees for the first one hundred twenty (120) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

SECTION 4.3. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits from date of employment.

SECTION 4.4. A temporary employee is one who is hired for a specific project not to exceed four (4) months. Temporary employees may be hired as relief for or replacement of regular employees for periods of sick leave, vacation, or leave of absence. It is further understood that temporary employees may be hired when the workload is increased. All employees must be informed of their status at the start of such temporary employment. If the temporary employee is hired as regular employee, the probationary period would be satisfied.

All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

(A) Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A", Section A.1 of this Agreement.

(B) The Employer shall give equal consideration to OPEIU Local 537 in considering employees for such position.

(C) A temporary employee shall not work beyond four (4) consecutive months except when replacing an employee on sick leave, vacation, or a leave of absence. The time may be extended by mutual agreement between the Employer and the Union.

(D) The parties agree that the use of temporary employees will not circumvent the hiring of regular full-time or part-time employees. Before the Employer hires a temporary employee while a regular full-time employee in the same classification is on a reduced workweek, the Employer will offer the additional hours to the regular full-time employee.

SECTION 4.5. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee, and vacation shall be figured on a pro rata basis consistent with the time regularly employed each week.

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1. The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

SECTION 5.2. The Employer shall recognize the Union steward and shall permit the steward to perform during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

ARTICLE 6 - SAFETY AND HEALTH

SECTION 6.1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

SECTION 6.2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 7 - HOURS OF EMPLOYMENT

SECTION 7.1. The regular workday shall be between the hours of 7:00 a.m. and 6:00 p.m., except as provided in Article 9 – Overtime, and the employee's designated starting time shall be the time to start to work.

SECTION 7.2. The regular workweek for full-time employees shall be five (5) seven (7) or five (5) eight (8) consecutive hour days, depending on the Employer's needs, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour. The lunch period shall be taken not more than four (4) hours after reporting to work. The Employer may change an employee's regular schedule of hours upon, giving the employee fourteen (14) days' written notice of the change.

(A) An employee who is regularly scheduled to work less than thirty-five (35) hours per week is designated a "part-time regular employee" as provided in Article 4, Section 4.5.

(B) The Union shall have the right to question the appropriateness of any action on the part of the Employer that results in the reduction of hours of any employee as herein provided in the grievance procedure, including arbitration.

(C) An alternate four (4) day workweek shall be in effect each year, beginning the first week in June through the last week in August, as follows:

Four (4) eight and three-quarter ($8\frac{3}{4}$) hour days, excluding a lunch period of not more than one (1) hour. All hours of work performed under this alternative workweek shall be paid at the employee's straight time hourly rate of pay.

SECTION 7.3. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the work day.

ARTICLE 8 - WAGES

SECTION 8.1. The Employer agrees to pay not less than the minimum wage scale shown in Exhibit "A" of this Agreement.

SECTION 8.2. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

SECTION 8.3. Any employee taken from a lower classification job to a higher classification job or working on a combination of classifications for two (2) hours or more in any workday, shall be paid the wage scale of the highest classification for the period that the employee actually performs the duties of the person in the higher classification.

SECTION 8.4. All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 8.6 of this Article. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

SECTION 8.5. When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, the Employer shall pay the employee's regular wage outlined under the appropriate classification listed on Exhibit "A".

It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at the employee's regular straight time rate. Should it be necessary for the employee to reside at such meeting place, the employee shall be paid, in addition to the above-mentioned wages and travel time, fifty dollars (\$50.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding 300 miles.

The provisions of Article 9 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

SECTION 8.6. Any temporary or regular part-time employee coming under the jurisdiction of the Union working three and one-half (3½) hours consecutively or less shall be paid for not less than three and one-half (3½) hours. Any temporary or regular part-time employee working more than three and one-half (3½) hours, but less than a full workday shall be paid for a full workday, unless the failure to work a full workday is for the convenience of the employee.

SECTION 8.7. A designated bi-weekly payday shall be established in all offices and not more than three (3) days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

SECTION 8.8. Any new office employee hired who first reports to work and is not put to work shall receive four (4) hours' pay. It is further understood that a regular employee that reports to work and is not put to work will receive a full day's pay except as outlined in Section 8.4.

SECTION 8.9. Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than three and one-half (3½) hours' pay.

SECTION 8.10. Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide the proper insurance coverage based on the minimum State requirements.

SECTION 8.11. The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

SECTION 8.12. Holidays and periods of vacation outlined in this Agreement, and periods of paid sick leave, shall be considered time worked in this Agreement for the following purposes: overtime, holidays, sick leave, vacation, and seniority accruals.

The Employer will also make dental, health and welfare, and retirement contributions for such periods.

ARTICLE 9 - OVERTIME

SECTION 9.1. The employee shall work overtime with prior approval granted by the Employer.

SECTION 9.2. Time and one-half (1½) shall be paid in the following cases:

(A) Any and all work performed in excess of eight (8) hours per day or forty (40) hours in the regular workweek (Monday through Friday), exclusive of employee's regularly scheduled hours of work set under Article 7 – Hours of Employment, Section 7.2 (c); and

(B) For all work performed for the first eight (8) hours on a Saturday.

SECTION 9.3. Double (2) time shall be paid for in the following cases:

(A) For all hours worked in excess of ten and one-half (10½) hours in any day, Monday through Friday; and

(B) For all hours worked in excess of eight (8) hours on Saturday; and

(C) For all hours on Sunday.

SECTION 9.4. Two and one-half (2½) times the regular hourly rate shall be paid in the following case:

Time worked on a holiday or day observed as such.

SECTION 9.5. When an employee is required to work overtime beyond 6:00 p.m., Monday through Friday, the employee shall be allowed a dinner period not to exceed one (1) hour; said dinner period shall be considered as overtime work in computing the first three and one-half (3½) hours' overtime, and shall be paid for at the overtime rate of pay and shall be guaranteed three and one-half (3½) hours' pay.

SECTION 9.6. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at the double-time rate.

SECTION 9.7. When an employee is normally required to work on a meeting night (7:00 p.m. or after), said employee shall be guaranteed three and one-half (3½) regular hours pay at the time and one-half (1½) regular hourly rate.

ARTICLE 10 - HOLIDAYS

SECTION 10.1. All regular employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Friday before Presidents' Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Cesar Chavez Day	Admissions' Day
4 Hour Spring Break	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

Should any of these holidays fall on a non-working day, the holiday shall be observed as follows: if the holiday falls on a Saturday, the Friday before the holiday will be observed. If the holiday falls on a Sunday, the Monday following the holiday will be observed.

In addition to the above listed holidays, one (1) floating holiday shall be granted from year to year. The dates of this holiday may vary from contract year to contract year and shall be set by mutual agreement between the Employer and the employee.

It shall be further understood that if the employee submits their request for a floating holiday with a two (2) week notice, the requested date will be granted. If less than two (2) weeks, the date will be set by mutual agreement between the Employer and the employee.

SECTION 10.2. Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive two and one-half (2½) times the regular hourly rate of pay.

SECTION 10.3. A temporary employee shall be paid for a holiday after sixty (60) days of employment, if the employee has worked the day preceding and the day following the holiday.

SECTION 10.4. A regular part-time employee shall be paid for a holiday at his/her regular rate of pay, if the holiday is observed on the day the employee is regularly employed each week or month.

SECTION 10.5. The Employer's offices will be closed during the weeks of Christmas Day and New Year's Day. Two (2) days may not be covered as a paid holiday, however, the employees will have the option to charge the days to vacation or personal time.

ARTICLE 11 - SICK LEAVE

SECTION 11.1. (A) All regular employees shall be granted, with pay, twelve (12) days' sick leave per year.

(B) Sick leave shall be granted in case of sickness or injury, or for preapproved medical/dental appointments.

(C) All unused sick leave shall be accumulated at the rate of one (1) day per month to the maximum of twenty (20) working days to be used as needed with pay in case of prolonged illness. Any employee who would have during the prior twelve (12) months accumulated sick leave beyond the maximum of twenty (20) days, will, on their anniversary date, receive pay in lieu of each accumulation beyond the maximum of twenty (20) days at one hundred percent (100%) of the then hourly rate.

(D) Senior employees with five (5) or more years of service with the same Employer shall be granted an additional fifteen (15) days' sick leave with pay if and when needed. Such additional fifteen (15) days will be replenished on each subsequent fifth (5th) anniversary of service. In no event may any employee under any section of this Article be construed to accumulate more than thirty (30) days total sick leave. Sick leave provided for senior employees is intended for use in case of prolonged illness and may only be taken to cover periods of illness which exceed five (5) days in duration. The maximum accumulations outlined in this subsection (D) will not serve to prevent sick leave payout as outlined in subsection (C) above. It is further understood that there will be no payout for earned but unused sick leave under this subsection (D).

(E) If the employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.

(F) Two (2) of the above-outlined twelve (12) days per year shall be granted as paid personal days at a time mutually agreed upon between the Employer and the employee.

(G) The Employer will give in writing to each employee, a semi-annual accounting of all received and accrued sick leave as accumulated. Additionally, said accounting shall be added to the employee's paycheck stub.

SECTION 11.2. Sick or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for State Disability Insurance (SDI) benefits or Workers' Compensation benefits, the Employer shall pay the employee at the rate, the difference between the amount received by the employee for SDI or Workers' Compensation, and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due to the employee has been paid to the employee.

ARTICLE 12 - VACATIONS

SECTION 12.1. (A) Vacations with pay are hereby established for all regular employees covered by this Agreement as follows:

1 – 4 Years	2 Weeks
5 – 9 Years	3 Weeks
10 – 19 Years	4 Weeks
20 Years or more	5 Weeks

On January 1 of each year, the employee shall receive the appropriate amount of days commensurate with the years of service of that year. An employee shall be granted upon request, one (1) weeks' vacation with full pay after six (6) months of employment during the initial year of service, plus one (1) weeks' vacation with full pay at the end of that year in case of termination or separation.

(B) Employees must use all of their earned vacation pay each year before their anniversary date. Vacation pay of up to one (1) week may be carried over from year to year.

SECTION 12.2. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Vacation scheduling shall be strictly on the basis of seniority between the employees.

SECTION 12.3. Vacation pay shall be paid in advance of the employee's vacation period and shall be computed at the employee's regular straight-time rate of pay. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.

SECTION 12.4. A regular part-time employee shall be paid at scale on a pro-rata basis consistent with hours and length of employment with the Employer.

SECTION 12.5. In the event of resignation or discharge of an employee, all accumulated vacation time shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which the event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

SECTION 12.6. The Employer will give in writing, to each employee a semi-annual accounting of all received and accrued vacation as accumulated. Additionally, said accounting shall be added to the employee's paycheck stub.

ARTICLE 13 - LEAVE OF ABSENCE

SECTION 13.1. (A) The Employer shall grant leaves of absence to eligible employees as required by state and federal laws. In the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be acknowledged by the Employer in writing with a copy to be submitted to the Union.

(B) An employee shall be granted a medical leave of absence without pay not to exceed six (6) months beyond accumulation of paid sick leave during periods covered by State Disability or Workers' Compensation. Further, by mutual agreement, the

leave of absence may be extended beyond the six (6) months' period. Employees granted such leave of absence will retain and accumulate seniority during such leave period but will not accrue sick leave or vacation.

(C) Employees hired to replace any employee on leave of absence shall not be paid wages higher than those of employees replaced.

SECTION 13.2. Maternity/Paternity Leave

Upon request of an employee, the Employer shall grant maternity/paternity leave as defined under the Fair Employment and Housing Act (FEHA) and the California Family Rights Act (CFRA). All leave taken in connection with a specific pregnancy counts toward computing the four (4) month period. Health and Welfare coverage shall be continued during this.

SECTION 13.3. Catastrophic Leave Donation Program

Medical documentation must indicate that the employee's illness is catastrophic:

(A) The employee or his/her authorized representative must request the employee's participation and provide appropriate verification of illness as determined by the Employer.

(B) Employees may donate a maximum of four (4) full days per calendar year. Donations are irrevocable.

(C) Only vacation and sick leave may be donated. Employee must maintain eight (8) days in their sick bank.

(D) Donated day(s) may not be used to receive service credit following a service or disability retirement.

(E) OPEIU may solicit leave donations from its bargaining unit members only.

SECTION 13.4. Bereavement Leave

(A) In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, step-child, adopted child, mother-in-law, father-in-law, aunts, uncles, grandparents and grandchildren), an employee shall be granted a leave of absence with pay of three (3) days, or five (5) days if traveling two hundred (200) miles or more.

(B) Upon the request of the employee, an additional two (2) days unpaid leave may be granted. If the employee has unused sick leave or vacation days, then these days may be used for the two (2) additional days, provided that the needs of the Employer will permit it.

SECTION 13.5. Union Release Time

By mutual agreement the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

SECTION 13.6. Return To Work Rights

An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's regular job at the rate then current for the classification.

SECTION 13.7. Jury Duty

When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid one hundred percent (100%) of their regular salary and/or wage for those hours for which absent from work during the regular workday or regular workweek, up to a maximum of five (5) days per summons.

ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 14.1. The Employer shall not discontinue the services of any employee except for just and sufficient cause and shall not discriminate against employees because of their Union activities.

Certain offenses are not subject to progressive discipline because of their nature and, in particular, their degree of seriousness. These include, but are not limited to, insubordination which is defined as: "failure by the employee to carry out a direct order" (excluding orders that are either illegal or unsafe) and willful violation of department or the Employer's written policies and procedures, receipt of which has been acknowledged in writing by the employee. In addition, they include malicious destruction of property, theft, disclosure of membership, and the Employer's confidential information; abusive and/or offensive language, selling, buying, or possession of illegal drugs and/or alcohol, possession of weapons, and any act or threat of physical violence (i.e. representation of intent to commit physical violence).

SECTION 14.2. The Employer shall advise the employee in writing of the discharge and the reasons thereof. A copy shall be provided to the Union.

SECTION 14.3. The Union shall have the right to question the propriety of any action on the part of the Employer that results in the dismissal or discipline of any employee as herein provided in the grievance procedure including arbitration.

SECTION 14.4. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages unless the Union and Employer or the arbitrator determine otherwise.

SECTION 14.5. For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be mailed to the Union.

First Violation	Verbal warning with written notice
Second Violation	Written notice with five (5) days' suspension without pay
Third Violation	Written notice, ten (10) days' suspension without pay
Fourth Violation	Termination

Warnings shall be removed from the employee's personnel file upon written request of the employee after twelve (12) months if there is no related discipline in the interim.

ARTICLE 15 - SEVERANCE PAY/LAYOFF

SECTION 15.1. If the Employer discontinues the services of a regular employee, said employee shall be given two (2) weeks' written notice immediately prior to the date of layoff or termination or four (4) weeks' pay for each year of service in lieu of such notice.

SECTION 15.2. All unpaid vacation allowances shall be paid to the employee upon date of termination.

SECTION 15.3. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

SECTION 15.4. Employees terminated for just and sufficient cause shall forfeit the severance pay outlined in this Article of the Agreement.

ARTICLE 16 - SENIORITY

SECTION 16.1. In all cases involving promotions, transfers, layoffs, or demotions due to layoff or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where fitness and ability are substantially equal.

SECTION 16.2. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (A) If the employee quits;
- (B) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (C) If an employee who has been laid off fails to report within three (3) working days after being notified to report and does not give satisfactory reason.

SECTION 16.3. When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned twelve (12) consecutive months' period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

SECTION 16.4. In the event of layoff, the Employer will meet with the Union to discuss work sharing and workload reductions. In the event an employee's job is eliminated, the employee will be entitled to bumping rights to an equal or lower classification, according to seniority. An employee who exercises such rights will retain his/her seniority and will be paid the rate applicable to the new classification. Any employee who, at the time of layoff, does not exercise his/her bumping rights shall forfeit his/her recall rights to any of the classifications into which he/she could have bumped, but shall retain recall rights to the laid off classification.

ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES

SECTION 17.1. Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

(A) The grievance must be submitted in writing to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

(B) If no agreement is reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either party may within thirty (30) days submit the dispute to arbitration.

(C) The Employer and the grievant mutually agree that State or Federal Mediation and Conciliation Services can be utilized to effectuate resolution of dispute at no cost to the parties, prior to proceeding to arbitration.

(D) The arbitrator shall be selected from the following:

Sara Adler	Fred Horowitz
Christopher Ruiz Cameron	Kenneth Perea
Juan Carlos Gonzalez	Mike Prihar
Isabelle Guning	Jan Stiglitz
Stephan Hayford	

Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated from the list by the remaining party and the arbitrator shall proceed ex parte. In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

ARTICLE 18 - VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 19 - UNION LABEL

The privilege of using the Union label shall be extended to all OPEIU members as long as this Agreement remains in full force and effect and so long as the Employer fulfills all of its terms and conditions.

ARTICLE 20 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office & Professional Employees International Union, Local 537, AFL-CIO, CLC and under agreement with Union, this card is to be the property of the Union.

ARTICLE 21 - TECHNOLOGICAL CHANGES

SECTION 21.1. In the event of proposed technological changes, such as the introduction of equipment or other automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

SECTION 21.2. Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees within the Collective Bargaining Unit.

SECTION 21.3. The Employer agrees to join in partnership with the Union to provide, where possible, training programs for employees to enhance their skills in the computer technology workplace. With prior approval of the Employer, upon presentation of proof from a Community College, the Employer will agree to reimburse the employee the training cost on the use of computers or any computer business related course, such as computer accounting, desk top publishing, word processing, etc., on the successful completion of course work with a grade of "C" or better.

This training will be limited to providing the Employer and the employee with the tools necessary to perform efficiently.

ARTICLE 22 - VOTE

SECTION 22.1. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of The Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of The Electorate or VOTE, along with a listing of persons who donated such monies.

SECTION 22.2. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit "D".

ARTICLE 23 - NON-DISCRIMINATION

The parties hereto affirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis of sex, race, color creed, national origin, age, marital status and physical handicaps in accordance with applicable State and Federal Law.

ARTICLE 24 - DURATION

This Agreement shall be in full force and effect from January 1, 2020 through December 31, 2022 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by December 31, 2022, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

FOR THE EMPLOYER:

American Federation of Teachers
College Staff Guild, Local 1521A

FOR THE UNION:

OPEIU Local 537

Ruby J. Newbold
AFT Administrator

Jacqueline K. White-Brown
Business Manager

Date

JKW:MM
OPEIU #537/afl-cio,clc

Date

EXHIBIT "A" - WAGES

It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

SECTION A.1. Effective January 1, 2020, a two and one-half percent (2½%) wage increase for all current employees.

Effective January 1, 2021, a wage reopener.

Effective January 1, 2022, a wage reopener.

Effective January 1, 2020			
Salary Grade/Classification	Start	1st Year	2nd Year
1. General Clerical Support/Receptionist	\$19.00	\$20.00	\$21.00
2. Secretary	\$23.50	\$24.50	\$25.50
3. Executive Secretary-Assistant to President	\$27.50	\$28.50	\$29.50
4. Administrative Assistant/ General Office Operations	\$31.50	\$32.50	\$34.50

SECTION A.2. Longevity Incentive

Effective January 1, 2020, those employees who have reached an anniversary of 5, 10, 15, 20, 25, or 30 years of service will receive a one-time longevity incentive. Thereafter, once an employee has completed the designated years of service, the Employer will issue a check in the amount corresponding to the years of service on the pay date immediately following the anniversary date.

5 years of service	\$500.00
10 years of service	\$700.00
15 years of service	\$800.00
20 years of service	\$1,000.00
25 years of service	\$1,250.00
30 or more years of service	\$1,500.00

EXHIBIT “B” - HEALTH & WELFARE AND DENTAL

SECTION B.1. The Employer has agreed to pay any Health and Welfare increases, determined by Office & Professional Employees International Union Locals 30/537 Health and Welfare Trust Fund, to insure the maintenance of benefits, on behalf of all regular full-time and regular part-time employees, working twenty (20) hours or more per week, after completing sixty (60) days of employment, coming under the jurisdiction of this Agreement. This is in accordance with ACA to ensure the employee has medical coverage on the ninety-first (91st) day of employment.

SECTION B.2. Eligibility of the employee is to be determined in accordance with the terms and provisions of the Plan established by the Office & Professional Employees International Union Locals 30/537 Health and Welfare Trust Fund. The Employer further agrees that upon receipt of an authorization from an employee, the Employer will deduct such amount from the employee’s wages so as to provide coverage for the dependents of such employee. The amount of such deduction will be determined by action of the Trust’s Board of Trustees.

SECTION B.3. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits from date of employment, excluding Health and Welfare contributions.

The Employer and the Union by executing this Agreement agree to be bound by all provisions of the Agreements of Trust, including any modifications or amendments thereto.

It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

EXHIBIT "C" - PENSION CONTRIBUTIONS

SECTION C.1 Effective January 1, 2020, the sum of four dollars and seventy-five cents (\$4.75) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for each regular full-time and regular part-time employee.

Effective January 1, 2021, the sum of five dollars and twenty-five cents (\$5.25) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for each regular full-time and regular part-time employee.

Effective January 1, 2022, the sum of five dollars and seventy-five cents (\$5.75) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for each regular full-time and regular part-time employee.

SECTION C.2. Such payments shall be made for employees on paid vacations, holidays, or sick leave.

SECTION C.3. It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours in a twelve (12) month period and who have attained the age of twenty-one (21) years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

The Employer and the Union by executing this Agreement agree to be bound by all the provisions of the Agreement and Declaration of Trust, including any modifications or amendments thereto as adopted by the Trustees.

It is agreed that the above obligation exists without the necessity of executing any additional written instrument.

EXHIBIT "D" - CHECKOFF AUTHORIZATION
VOICE OF THE ELECTORATE (VOTE)

TO:

I hereby authorize you as my Employer to deduct from my paycheck the following amount:

[] \$.25 [] \$.50 [] \$1.00 [] other (check one),
[] weekly [] bi-weekly [] monthly (check one).

This amount is to be forwarded to the OPEIU Local 537 Office for deposit with the Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 537 Voice of the Electorate (VOTE) Fund monies are to be used to make political contributions and expenditures in connection with Federal, State and Local elections; and that this voluntary authorization is in response to a joint fund-raising effort by Office and Professional Employees International Union and the AFL-CIO.

In the event my employer will not checkoff this amount from my paycheck, I pledge to forward such amount directly to the Voice of the Electorate (VOTE) Fund.

This authorization may be revoked by me at any time by written notice to my Employer and/or Office and Professional Employees International Union Local 537, AFL-CIO as applicable.

Signature

Print or type name

Home Address

City

State

Zip

Date

Witness

MAIL TO: VOICE OF THE ELECTORATE (VOTE)
c/o OPEIU LOCAL #537
3229 E. Foothill Blvd.
Pasadena, CA 91107

EXHIBIT “E” - 401(K) PLAN

The Employer may deduct from the employee’s salary, an amount agreed to by the employee, into the OPEIU International’s 401(K) Plan. If employees are interested in participating in this Plan, they can call 800-346-7348 for further information.

JOB DESCRIPTIONS

GENERAL CLERICAL SUPPORT/RECEPTIONIST – Must be able to operate general office equipment, included but not limited to, fax machine, printer, photocopier, postage meter, and other general office equipment. Answers and transfers calls to the appropriate departments or voicemail extensions. Greets visitors and guests; refers them to the proper department. Receives deliveries and notifies addressee in a timely manner. Ensure front office beverage center is stocked. Duties include, but are not limited to, data entry, meeting preparation, assist with small mailings, organize and maintain files, maintain bulletin board and information stand, handle inquiries by phone or in person, maintain maintenance of office equipment, maintain storage room, and order supplies. Must possess basic knowledge of Microsoft Word and Outlook. Performs other special projects and duties as assigned.

SECRETARY – Under direct supervision of a supervisor and is responsible for confidential files. Composes and types routine correspondence; locates information from files and makes minor decisions. May be responsible for typing contracts; maintains and prepares reports for set-ups and layout on leaflets. In addition to the duties listed, the secretary must be able to perform other duties described in General Clerical Support/Receptionist.

EXECUTIVE SECRETARY-ASSISTANT TO THE PRESIDENT – Correlates the work of the president in order to alleviate the workload. Answers and composes email. Reviews contracts. Acts as liaison for the president. Books hotel conference rooms for meetings and conferences. Prepares all necessary documents for Executive Board, Trustees, Area Council, etc. Maintains business calendar. Updates computer records for membership. Prepares special reports or memoranda for the information of the president. Must be proficient in Microsoft Office Suite.

ADMINISTRATIVE ASSISTANT/GENERAL OFFICE OPERATIONS – Composes and types correspondence. Update and maintain AFT 1521A website. Maintains information on social media outlets. Books travel and lodging for conferences and conventions. May include Accounts Payable as needed. Enters new member data and supplies membership packets. Maintains Executive Board files. Prepares all necessary documents for meetings; orders meal if necessary. Releases membership to attend meetings and conferences. Maintains stock of supplies and equipment. Maintains storage units. Assists with the editing and distribution of newsletter.