



Agreement

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

American Federation of Teachers
Los Angeles College Faculty Guild 1521

June 1, 2019
to
May 31, 2022



<u>ARTICLE</u>	<u>PG</u>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - UNION SECURITY	1
ARTICLE 3 - SUBCONTRACTING	2
ARTICLE 4 - PROBATIONARY, TEMPORARY, AND REGULAR EMPLOYEES	2
ARTICLE 5 - UNION REPRESENTATION	3
ARTICLE 6 - SAFETY AND HEALTH	3
ARTICLE 7 - HOURS OF EMPLOYMENT.....	3
ARTICLE 8 - WAGES	4
ARTICLE 9 - OVERTIME	5
ARTICLE 10 - HOLIDAYS	6
ARTICLE 11 - SICK LEAVE	7
ARTICLE 12 - VACATIONS	8
ARTICLE 13 - LEAVE OF ABSENCE	9
ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE.....	9
ARTICLE 15 - SEVERANCE PAY.....	10
ARTICLE 16 - SENIORITY	11
ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES.....	11
ARTICLE 18 - VALIDITY OF AGREEMENT	12
ARTICLE 19 - UNION LABEL	12
ARTICLE 20 - UNION OFFICE CARD	12
ARTICLE 21A - TECHNOLOGICAL CHANGES.....	12
ARTICLE 21 B – PROFESSIONAL DEVELOPMENT	13
ARTICLE 22 – VOTE	14
ARTICLE 23 - NON-DISCRIMINATION.....	14
ARTICLE 24 – DURATION	14
EXHIBIT “A” - WAGES	15
EXHIBIT “B” - HEALTH & WELFARE AND DENTAL	17
EXHIBIT “C” - PENSION CONTRIBUTIONS.....	18
EXHIBIT “D” - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE).....	19
EXHIBIT “E” - 401(K) PLAN	20
EXHIBIT “F” - PERFORMANCE EVALUATION.....	21
JOB DESCRIPTIONS	23

This Agreement made and entered into at Los Angeles, California on, July 8, 2019 by and between the American Federation of Teachers Los Angeles College Faculty Guild 1521, 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.

WITNESSETH

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.

(B) 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 twentieth (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 described in this Agreement, or performed by bargaining unit employees, is hereby recognized as bargaining unit work. Bargaining unit work shall not be subcontracted or performed by non-bargaining unit employees.

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 five (5) months 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 six (6) 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 six (6) 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 am and 6:00 pm, except as provided in Article 9, 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 consist of five (5) seven (7) consecutive hour days, Monday through Friday inclusive, excluding a lunch period of one (1) hour. The lunch period shall be taken not more than four (4) hours after reporting to work.

(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.

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.

(B) 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 (8¾) 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. Requests for vacation to be taken during the alternate work week period must be submitted and approved no less than two (2) weeks prior to the start of the alternate work week period.

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 four (4) 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 (excluding employees covered under Section 8.6) shall be entitled to a full paid workweek unless conditions beyond the Employer's control prevent performance of work at the employer's place of business. Any employee who is absent and who does not have adequate time available (e.g. illness or vacation days) shall be docked. 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.

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 of this Article.

SECTION 8.9. 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, upon submission of a mileage report. The Employer's insurance coverage will be supplemental to the employee's insurance, which is primary.

SECTION 8.10. 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 8.11. Holidays, periods of vacation, and periods of paid sick leave, as outlined in this Agreement, shall be considered time worked for the following purposes: overtime, holidays, sick leave, vacation, and seniority. The Employer will also make health and welfare, and retirement contributions for such periods.

ARTICLE 9 - OVERTIME

SECTION 9.1. The employees shall not work overtime unless authorized in advance via text or email by a district-wide elected officer of 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 seven (7) hours per day; and
- (B) For all work performed for the first seven (7) hours on a Saturday.

The employee shall have the choice between compensation or compensatory time for all overtime hours worked.

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 seven (7) 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 pm, 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 pm 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
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

In addition, one (1) floating holiday shall be granted from year to year which shall be called a floating holiday. 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.

Should any of these holidays fall on a Saturday, the holiday will be observed on the day before (Friday); if the holiday falls on a Sunday, the holiday will be observed on the day after (Monday).

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 thirty (30) 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. A shutdown period of two (2) weeks shall be provided during the weeks of Christmas Day and New Year's Day each year. Employees may choose to receive their wages from their vacation or sick pay balance for the two (2) week shutdown.

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 seventy percent (70%) 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 employee will provide a doctor's certificate.

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

(G) In January and June of each calendar year, the Employer will give in writing to each employee, a semi-annual accounting of all received and accrued and used sick leave as accumulated. This accounting shall be added to the employee's paycheck stub.

SECTION 11.2. By way of clarification, when an employee becomes eligible for either State Disability Insurance (SDI) or Workers' Compensation benefits, the employee's sick time shall be used to fund the difference between the amount paid by SDI or Workers' Compensation to the employee and the gross wages, minus applicable taxes and deductions that the employee would have received had she/he been fully employed.

The Employer shall continue to apply the employee's sick time in this manner until the employee is no longer eligible for SDI or Workers Compensation or until all of the employees accumulated sick time has been exhausted, whichever comes first.

ARTICLE 12 - VACATIONS

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

Years of Service	Weeks of Vacation	Accrual
1 Year	2 Weeks	.84 days
5 Years	3 Weeks	1.25 days
10 Years	4 Weeks	1.67 days
22 Years	5 Weeks	2.08 days

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.

Vacation is earned and accrued month by month from the date of employment.

Vacation time will accrue at the contractual rate only if the balance is below the cap of eight (8) weeks.

(B) Employees will work with management to reduce accrued vacation excess in a mutually agreed upon manner to ensure office continuity. An employee may bank up to eight (8) weeks of vacation. If the employee is over the eight (8) weeks of banked vacation, vacation time will accrue as the balance of vacation time is reduced.

SECTION 12.2. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Vacation of more than three (3) days shall be requested in writing at least two (2) weeks in advance. Any vacation scheduling conflicts shall be resolved strictly on the basis of seniority between the employees.

SECTION 12.3. At the Employee's request, 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.

SECTION 12.4. A regular part-time employee's vacation time shall be accrued 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 case of the death of the Employee, the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

SECTION 12.6. In January and June of each calendar year, the Employer will give in writing to each employee, a semi-annual accounting of all received, accrued, and used vacation as accumulated. This 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 an extended 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) month 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. (A) In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, domestic partner, 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 five (5) days.

(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 13.3. 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 13.4. 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 13.5. **JURY DUTY** – The employee shall be paid one hundred percent (100%) of their regular salary for an unlimited number of days while performing jury service.

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, offenses 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 confirmation
Second Violation	Written notice and up to 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

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 termination or three (3) 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 two (2) weeks’ 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 is 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 within five (5) working days 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	Douglas Collins
Juan Carlos Gonzalez	Mike Prihar
Isabelle Gunning	Jan Stiglitz
Mark Burstein	

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.

OPEIU#537 AFL-CIO, CLC

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 21A - TECHNOLOGICAL CHANGES

SECTION 21A.1. In the event of proposed technological changes, such as the introduction of automation, the Employer agrees to discuss such changes with the Union representative before such changes are made.

SECTION 21A.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.

ARTICLE 21 B – PROFESSIONAL DEVELOPMENT

SECTION 21B.1. 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 work place. With prior approval of the Employer, upon presentation of proof from a Community College or a certified business skill learning center, (e.g. New Horizons, Apple training, webinars, etc.). 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.

SECTION 21B.2. Employees will engage in ongoing professional development. Employees and management will set goals to improve in such areas as member service, use of technology, and other job-related skills.

To encourage the pursuit of professional learning, the Employer will offer employees Educational Attainment Differentials for successful completion of units and/or certificates of completion, in courses related to their job duties, from a certified business skill learning center or community college as approved by the Employer [See Exhibit “A” – Wages].

With pre-approval, the training, or a portion of it, may occur during work hours.

SECTION 21B.3. Once a year, structured annually around the first (1st) quarter, performance reviews of OPEIU staff will be conducted by the Guild President or other management paid staff member.

Performance reviews will be utilized in an ongoing effort to further job satisfaction for employees and the mission of the organization and the members it serves.

The performance review process will be a coordinated effort between the employee and the staff paid management leadership focusing on the employee’s development and mission of the Faculty Guild by:

(A) Fostering a culture that values employees, outstanding performance, and exemplary member service.

(B) Taking an interest in the personal development of the employee and investing in that development through training and mentoring.

(C) Providing a written evaluation report to the employee and discussing its content.

(D) Allowing a shop steward or another bargaining unit member to be present, at the request of the evaluatee, during the interview.

(E) Allowing the evaluatee to prepare a written response within ten (10) working days from the receipt of the written evaluation report; this response will be attached to the final evaluation report.

SECTION 21B.4. A copy of the performance evaluation form to be used for this purpose is attached hereto as Exhibit “F”.

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 June 1, 2019 through May 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 May 31, 2022 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
Los Angeles College Faculty Guild 1521

FOR THE UNION:

OPEIU Local 537

Joanne Waddell
President

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 June 1, 2019, a three point two five percent (3.25%) wage increase for all current employees.

Effective June 1, 2020, a wage reopener.

Effective June 1, 2021, a wage reopener.

Salary Grade/Classification	START	1ST YEAR	2ND YEAR
1. Receptionist General Office Support	\$17.00	\$18.00	\$19.00
2. Office Assistant	\$20.00	\$21.50	\$23.25
3. Membership Coordinator	\$23.00	\$24.75	\$26.50
4. Administrative Assistant	\$25.00	\$26.75	\$28.50
5. Bookkeeper-Facilities Coordinator	\$28.00	\$29.75	\$31.50
6. Communications-Technology Coordinator	\$30.00	\$31.75	\$33.25

It should be further understood, for the first three (3) years of this Agreement, employees who are receiving wages from the chart above will not be entitled to the annual wage increases unless their wages exceed the minimum scale rates.

SECTION A.2. LEAD PERSON - The Employer may appoint employees covered by this Agreement to a position known as lead person. Such lead person shall not have the authority to hire, fire, suspend, or discipline other employees, nor to effectively recommend such actions, but shall solely transmit orders from the Employer and lead other employees in the performance of their duties. Lead person shall be paid at least five dollars (\$5.00) per week more than the highest paid employee if leading 2-4 employees, or at least five dollars (\$5.00) per week in addition to their regular salary, whichever is greater; and at least ten dollars (\$10.00) per week more than the highest paid employee if leading 5 or more employees or at least ten dollars (\$10.00) per week in addition to their regular salary, whichever is greater.

SECTION A.3. BI-LINGUAL SUPPLEMENT

If employees are required by the Employer to use another language in the course of their duties besides English, the Employer shall compensate the employees an additional one percent (1%) of the regular wage.

SECTION A.4. The Employer shall either provide the employees with a company paid cell phone for the use of the company business only or will reimburse the employees one hundred dollars (\$100.00) per month for the business use of their personal cell phone in addition to reimbursements of up to six hundred dollars (\$600.00) for new phones every two years.

SECTION A.5. EDUCATIONAL ATTAINMENT DIFFERENTIAL

Upon successful completion of coursework related to their job duties, as approved by management, employees will earn the following differentials, which are not cumulative, in accordance with Article 21B, Section 21B.2:

6 units or 20 hours	\$25.00 per month [or \$300.00 per year]
12-14 units certificate	\$50.00 per month [or \$600.00 per year]
18-20 units certificate 1	\$75.00 per month [or \$900.00 per year]
AA degree	\$125.00 per month [or \$15.00 per year]

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 their initial probationary period, 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. In the event the Trustees determine that the monthly contribution for Health and Welfare and Dental coverage must increase, the parties shall open the Agreement to negotiate how the increased contribution will be paid. The increase shall not be effective until the parties have negotiated and reached agreement on how the increased contribution will be paid. The parties acknowledge that the OPEIU Health and Welfare Trust may refuse to accept contributions from the Employer if the full monthly contribution is not made on behalf of each covered employee.

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 June 1, 2019, the sum of four dollars and forty cents (\$4.40) per hour shall be paid into the Office and Professional Employees International Union Local 30/537 retirement plan for each regular, full time, and regular part-time employee.

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

Effective June 1, 2021, the sum of five dollars (\$5.00) per hour shall be paid into the Office and 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.

EXHIBIT "F" - PERFORMANCE EVALUATION: PART I

Date:

Name:

Job Title:

Evaluation Period:

RATINGS:

A – Exceeds Performance Expectations

B – Meets Performance Expectations

C – Needs to Improve

D - Unsatisfactory

Performance Expectations	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	Comments: Required for all Fields
1. QUALITY OF WORK: Consider the employee's job skills, knowledge, and the extent to which the employee's work is accurate, timely, and thorough.					
2. PRODUCTIVITY: Consider the employee's quantity and efficiency of work performed in a specific time period meeting reasonable expectations and the employee's ability to work independently with little or no supervision.					
3. WORK HABITS: Consider the extent to which the employee has good daily attendance, is punctual, is orderly, complies with rules and regulations (e.g., observance of scheduled breaks), and reliably completes tasks and any necessary follow up.					
4. PERSONAL QUALITIES: Consider the extent to which the employee uses good judgment, takes initiative, and shows creativity (e.g., proposing ideas, finding better ways to accomplish tasks)					
5. INTERPERSONAL RELATIONSHIPS: Consider the ability and willingness of the employee to cooperate work with and effectively and courteously communicate with co-workers, supervisors, Guild members, and the public.					
6. SUPERVISORY QUALITIES (if applicable): Consider the extent to which the employee exhibits leadership, impartiality, and fairness in making decisions; shows good judgment in assigning work; and communicates effectively.					
7. OVERALL PERFORMANCE: Consider the extent to which the employee meets the overall aspects of items above.					
8. General Comments or Comments on Other Factors Not Listed Above:					

**GOALS/PLANS: (#2-4 to be completed by the evaluator)
Evaluation Part II**

1. Accomplishments: (To be supplied by the evaluatee)

2. Areas needing improvement:

3. Improvement plan: (Specific step-by-step plan with measurable outcomes)

4. Professional Growth Goals/Plan:

My signature below is an acknowledgement that I have seen and discussed this evaluation with my evaluator but does not necessarily imply agreement with the evaluation. I understand that I have the right to attach a written response to this evaluation within 10 working days from the date of receipt.

Employee Signature

Date

Evaluator Signature

Date

JOB DESCRIPTIONS

SALARY GRADE 1

RECEPTIONIST/GENERAL OFFICE SUPPORT – Must be able to operate a computer, fax machine, printer, and photocopier, operate postage meter and other general office equipment. Duties may include, but are not limited to, data entry, and some research as necessary, routine correspondence, maintain and update files, handle inquiries by phone or in person. Duties also include, but are not limited to, directing members to appropriate person.

SALARY GRADE 2

OFFICE ASSISTANT – Under direct supervision of a supervisor and is responsible for confidential files. Composes and types routine correspondence; locates information from files and relieves supervisor of routine clerical functions. May be responsible for typing contracts; maintains and prepares reports for set-ups and layout on leaflets or articles for newsletters. In addition to the duties listed, the office assistant must be able to perform other duties described in salary grade 1.

SALARY GRADE 3

MEMBERSHIP COORDINATOR – Updates computer records managed by member services. Maintains files manually and electronically for membership services. Duties may include, but not limited to, creating correspondence, answering questions via phone and emails pertaining to membership eligibility, appointments, member status. Processes work clearance requests. Mails out, processes and reviews membership applications. Maintains database (District & AFT/CFT, inactive) with chapter president, district, and guild, and all facets of membership information. Provide reports to District, CFT/AFT and any other reports as needed. Process mailings for full-time and part-time members for special projects and where needed on campus. Keep track of agency fee request forms. Must be able to access information by campus, by discipline on campus, and department on each campus. Produce materials associated with scholarships.

SALARY GRADE 4

ADMINISTRATIVE ASSISTANT – Assistant to the Administrator. Answer Membership inquiries. Maintain Agendas, Minutes, and Administrator files. Maintain calendar for Faculty meetings and prepare for said meetings, including room setup, ordering of food, and any materials needed. Handle mailers for full-time and part-time members. Process special requests from campuses when needed. Assist on the following committees: Grievance, AFIC, JLMBC, Student Interns, Cope. Make service calls for equipment when needed. Work on mailings and special projects, such as conferences, conventions, retreats, workshops, and membership meetings. May assist Membership Coordinator with assembly of packets for each project. Mail, receive, tally, and log ballots from AFT/CFT Convention and Education. Act as liaison for a supervisor and make minor decisions as relates to this position.

SALARY GRADE 5

BOOKKEEPER-FACILITIES COORDINATOR – Performs duties in connection with various aspects of finance and/or payroll. Ability to function in capacity to perform all tasks related to: bank deposits, accounts payable, accounts receivable, producer deposit accounts, payroll, bank reconciliation, and special projects. Verify employment for employees. Verification of checks to banks and check cashing companies. Follow up on outstanding checks and/or refunds. Stop payment of checks with appropriate bank. Prepare checks for signatures and mail after signed. Works in concert with Auditor for yearly Guild audits (Statement Compensation, Independent Audit, and Payroll Audit). Submit payroll. Submit OPEIU employees' time sheets and absence request forms. Process garnishments. Attend Guild budget meetings. Handle all correspondences/forms related to Bookkeeping. Develop and maintain Fixed Asset Schedule. Create all forms and documents in relation to aspects of financials. For Guild biennial elections, handle all correspondence, coordinate with third party election vendor, conduct and oversee full election along with Guild chairperson. Order supplies. Order computers and office equipment with direct approval from the president. Act as liaison between all vendors and service providers for the Guild. Arrange for building maintenance (trash pickup, building repairs, gardener and custodial services). Contact person for Security. Provide recommendations for contract and service providers. Prepare for offsite meetings, retreats, and conferences: Set-up meeting with offsite venue (meeting room, food, equipment, floor plan, deposits, parking); coordinate with camera operator and technician for audio-visual setup; work with outside vendors for meeting décor and plaques. Arrange hotel accommodations for Guild attendees, and master billing with hotel. Conference registration and payment of fees for all attendees; correspond with attending via email regarding accommodations. In addition to the above, other duties as assigned in accordance with the job title.

SALARY GRADE 6

COMMUNICATIONS-TECHNOLOGY COORDINATOR – Maintain and update website to include collaboration of web content, design, and programming. Create online forms through web-based platform. Create/design images for articles posted individually to the website. Add, edit, delete, and cross hyperlink (internally and externally). Format and edit photos for web photo base on home page. Stay current with changing web technologies. Format and convert video files. Manage files in Content Management Systems. Work with integrated text editor. Maintain authentication and security. Work with various committees to post news and updates. Works with Faculty contract, brochures, and postcards. Coordinates technical support internally and offsite technical assistance. Provide technical support and troubleshooting for software and operating system, installs programs and applications. Manage email server. Create and configure email accounts for Outlook, Apple products. Configure projector with computers, configure video teleconferencing equipment. Create online resource accounts (formstack, you send, ecommerce), telecommunications. Create flyers, certificates, journal ad tributes, flyers, programs, agenda, signage, PowerPoint presentations for conferences.

Take photos, edit using Photoshop. Process email blast, setup online surveys, create ballots for elections, submit materials for CFT & AFT Communication awards, respond and forward to daily inquiries from web and email submissions. Work with Organizers. Will be responsible for installation and maintenance of all tech related equipment and systems management.