

AGREEMENT

between

Office & Professionals Employees
International Union, Local 30, AFL-CIO



and

AFT Guild, Local 1931
CFT, AFT, AFL-CIO

January 1, 2021 – December 31, 2023

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This Agreement made and entered into at San Diego, California, December 2020, by and between the American Federation of Teachers Guild, Local 1931, hereinafter referred to as the Employer, and the Office and Professional Employees International Union, Local 30, AFL-CIO, 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. The Employer hereby recognizes the Union as the exclusive representative of the Employer's Office Manager position. The Union recognizes that this is a stable bargaining unit of one individual and hereby waives any right to add additional positions to this bargaining unit.

SECTION 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

ARTICLE 2 - UNION SECURITY

SECTION 1. (A) It shall be a condition of employment that employees covered under Article 1 herein shall keep and maintain membership in good standing status.

SECTION 2. Unit members shall as a condition of employment not be required or permitted to participate in any internal-political action of their Employer's union, nor shall the unit member be required or permitted to campaign for any individuals who are candidates for a union office of the Employer.

SECTION 3. Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of the unit members, on the payroll each month.

SECTION 4. 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 the deductions or collections which have been made.

ARTICLE 3 - UNION REPRESENTATION

SECTION 1. The representatives of the Union shall have the right to contact unit members at work with respect to this Agreement.

ARTICLE 4 - SAFETY AND HEALTH

SECTION 1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of work.

SECTION 2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 5 - HOURS OF EMPLOYMENT

SECTION 1. The regular workday shall be between the hours of 7 a.m. and 6 p.m., except as provided in Article 9, and the unit members designated starting time shall be the time to start to work.

SECTION 2. The regular workweek for the Office Manager shall be five (5) seven and one-half (7.5) hour consecutive days, 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.

SECTION 3. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed the Office Manager each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the work day.

ARTICLE 6 - WAGES

SECTION 1. The Employer agrees to pay not less than the minimum wage scale shown in Exhibit "A" of this Agreement.

SECTION 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 currently enjoyed by the unit members as of the date of execution of this Agreement be eliminated as a result of this Agreement. Nor can it be construed that a unit member may not obtain a salary above minimum, be granted an increase in pay before the period specified, or be advanced or promoted in the service of the Employer.

SECTION 4. Unit members shall be guaranteed a full week's pay. If the unit member voluntarily lays off, he/she may be docked for such hours not worked, and five (5) consecutive days of absence without substantiating documentation or the agreement of the Employer shall be deemed a resignation of the unit member and severance of employment.

SECTION 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 unit member'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 unit member's regular straight time rate. Should it be necessary for the unit member to reside at such meeting place, the unit member 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 three hundred (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 6. The payday shall be on the last day of the month. If that day falls on a weekend or holiday, the payday shall be the last working day preceding the weekend or the holiday.

SECTION 7. If the unit member is required to report for work on a regularly scheduled day off, she shall be guaranteed not less than three and one-half (3½) hours' pay.

SECTION 8. If the unit member is required by the Employer during the course of employment to do errands which requires the use of the unit member's motor vehicle, she 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 9. The cost of any bond or notarial commission required of the unit member covered by this Agreement shall be paid by the Employer.

SECTION 10. 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 7 - OVERTIME

SECTION 1. Inasmuch as overtime is detrimental to the best interest of the unit member, only in cases of absolute necessity shall the unit member work overtime. The unit member shall not work overtime unless authorized by the Employer.

SECTION 2. Time and one-half (1½) shall be paid in the following cases:

(A) Any and all work performed in excess of the regular workday or regular workweek (Monday through Friday); and

(B) For all work performed for the first seven and one-half (7.5) hours on a Saturday.

SECTION 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 and one-half (7.5) hours on Saturday; and

(C) For all hours on Sunday.

SECTION 4. Two and one-half (2½) times the regular hourly rate shall be paid for time worked on a holiday or day observed as such.

SECTION 5. No overtime shall be paid for attendance and staff support at the annual Retiree Brunch. All food, beverage, and admission costs to this event shall be provided by the Employer.

SECTION 6. When the unit member is required to work overtime beyond 6:30 p.m., Monday through Friday, the unit member shall be allowed an unpaid dinner period not to exceed one (1) hour; said dinner period shall not be considered as overtime work.

SECTION 7. In the event the unit member is called back to work after completion of the scheduled hours and after leaving the place of employment, the unit member shall be guaranteed three and one-half (3½) hours' pay at the rates as defined above.

ARTICLE 8 - HOLIDAYS

SECTION 1. The unit members coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

Martin Luther King, Jr.'s Birthday	Labor Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Columbus Day*
Spring Break (1 week)	Thanksgiving Week (1 week)
Memorial Day	Winter Break (2-3 weeks)
Independence Day	

*May be taken as a floating holiday.

When a holiday falls on a Saturday, the previous Friday shall be observed as a holiday. It is further agreed that whenever such holidays fall on Sunday, they shall be observed on the following Monday.

SECTION 2. If the unit member is required to work on a holiday, she shall be notified forty-eight (48) hours in advance. If the unit member works on a holiday or days observed as such, she shall receive two and one-half (2½) times the regular hourly rate of pay.

SECTION 3. In the event any of the holidays enumerated in this Article, Section 1, occur during the period of a unit member's vacation, an additional day's vacation shall be allowed for each holiday so occurring.

ARTICLE 9 - SICK LEAVE

SECTION 1. (A) Each July 1, the unit member shall be given twelve (12) days of sick leave. Earned but unused time shall accrue year to year.

(B) Unit members are entitled to utilize sick leave for the unit member to be off work due to their own illness or injury or the illness or injury of a member of their family or member of their immediate household.

(C) After ten (10) or more years of service, the Employer shall annually grant an additional fifteen (15) days' sick leave per year with pay if and when needed. Sick leave provided under this subsection 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. It is further understood that there will be no payout for earned but unused sick leave under this paragraph. Such sick leave days will not carry over year to year.

(D) If the unit member is absent from work five (5) days or more, the Employer may request a doctor's certification.

(E) If requested by the unit member, the Employer at the end of each calendar year or anniversary date year will give in writing, to the unit member an annual accounting of all received and accrued sick leave as accumulated.

SECTION 2. If a unit member becomes eligible for Unemployment Compensation Disability benefits (UCD) or Workers' Compensation benefits, the Employer shall pay the unit member at the rate, the difference between the amount received by the unit member for UCD or Workers' Compensation, and the amount the unit member would have received had they been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due to the unit member under paragraph (A) and (C) above has been paid out.

ARTICLE 10 - VACATIONS

SECTION 1. The unit member shall be entitled to two (2) weeks' of vacation each year with full pay.

SECTION 2. Vacations shall be taken at a time mutually agreed upon by the Employer and the unit member during the summer (after Spring semester and before Fall semester).

SECTION 3. Vacation pay shall be paid as part of the unit member's regular salary. A unit member's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.

SECTION 4. In the event of resignation or discharge of the unit member, all earned and 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 amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

SECTION 6. If requested by the unit member, the Employer at the end of each calendar year or anniversary date year will give in writing, to each unit member an annual accounting of all received and accrued vacation as accumulated.

ARTICLE 11 - LEAVE OF ABSENCE

SECTION 1. (A) The Employer shall grant leaves of absence to the unit member as required by state and federal laws.

(B) The unit member 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) months' period. Unit members granted such leave of absence will retain and accumulate seniority during such leave period but will not accrue sick leave or vacation.

SECTION 2. In the event of a death of a unit member's immediate family, i.e., spouse, parents, grandparents, mother or father-in-law, brother or brother-in-law, sister or sister-in-law, children, grandchildren, aunt, uncle, domestic partner or a person who lived in the same domicile, the Employer will permit the unit member to take the necessary time off with pay up to a maximum of five (5) days. Additional Bereavement Leave with pay may be approved by the Employer upon request. The unit member may also use up to one (1) day off with pay to attend the funeral of a close friend and may request use of personal time and/or vacation if additional time is needed. Such requests will not unreasonably be denied by the Employer.

SECTION 3. By mutual agreement, the Employer may grant an unpaid leave of absence for a reasonable period of time to the unit member selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. The unit member granted such leave of absence will retain and accumulate seniority during such leave period.

SECTION 4. The unit member who has been granted a leave of absence in accordance with the provisions of this Article shall return to the unit member's regular job at the rate she left paid status.

SECTION 5. Because we believe in good citizenship and jury duty is a vital part of that citizenship, when the unit member is absent from work in order to serve as a juror in response to a jury duty summons, the unit member shall be paid one hundred percent (100%) of her regular salary and/or wage for those hours for which absent from work during the regular workday or regular workweek.

To be eligible for jury pay, a- unit member is not required to be impaneled.

Any unit member who is legally and properly served to appear or give testimony relating to her/his employment with Employer shall receive full pay and benefits for the period of absence less any monies received for participating in said proceedings.

ARTICLE 12 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 1. The Employer shall not discontinue the services of the unit member except for just and sufficient cause and shall not discriminate against the unit member because of her Union activities.

SECTION 2. The Employer shall advise the unit member in writing of the discharge and the reasons thereof.

SECTION 3. The unit member covered by this Agreement shall have the right, upon request, to Union representation in all employment relations with the Employer, including the right to be present at any meeting or conference which the unit member reasonably believes may result in or could lead to discipline.

SECTION 4. If the unit member 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 5. For less severe situations where the unit member's work-related conduct performance negatively affects the Employer's productivity and/or operations, progressive discipline shall be instituted following the steps below. Copies of all written warnings shall be mailed to the Union.

1 st Step	Counseling – Verbal or Written
2 nd Step	Verbal or Written Warning
3 rd Step	Written Notice
4 th Step	Final Written Notice
5 th Step	Suspension
6 th Step	Termination

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

ARTICLE 13 - SEVERANCE PAY

SECTION 1. If the unit member intends to resign, she shall give the Employer two (2) months' notice of such intention.

SECTION 2. In the event of an indefinite layoff, the unit member(s) shall receive one (1) week's pay for each year of employment with the Employer. If subsequently reemployed

by the Employer, any future severance pay would be reduced by any amounts paid out in the former case(s).

ARTICLE 14 - SENIORITY

SECTION 1. When the unit member 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.

ARTICLE 15 - GRIEVANCES AND SETTLEMENT OF DISPUTES

SECTION 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 ten (10) 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 equal cost to the parties, prior to proceeding to arbitration.

(D) The arbitrator shall be selected from an odd-numbered list on a panel to be submitted to the Federal Mediation and Conciliation Service, or the American Arbitration Association.

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 moving 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 within ten (10) working days following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared between the union and the employer.

ARTICLE 16 - 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 17 - 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 18 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by a member of the Office & Professional International Union, Local 30, AFL-CIO, CLC and under agreement with Union, this card is to be the property of the Union.

ARTICLE 19 - AUTOMATION

SECTION 1. When the Employer makes such technological changes as it deems necessary, such as, but not limited to, introduction of automated office machinery, it will notify the Union and explain the nature and effect of such change.

SECTION 2. When the Employer introduces or uses any computer equipment or similar automated office devices, the Employer will make every effort to utilize and arrange for training individuals who may be qualified to assume the duties required for the operation of the above equipment. If the Employer does utilize the present unit member within the office on such equipment, the unit member shall suffer no reduction in wages as a result.

SECTION 3. The Employer agrees to provide, where possible, training programs for the unit member to enhance her 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 unit member the training cost on the use of computers or any computer business related course, such as computer accounting, desktop publishing, or any other coursework, including books and materials, upon prior approval of the Employer.

ARTICLE 20 – MANAGEMENT RIGHTS

The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union.

ARTICLE 21 - VOTE

SECTION 1. The Employer shall deduct from the wages of the unit member who submits a voluntary authorization card, an amount designated by such unit member for OPEIU’s “J.B. Moss Voice of The Electorate” (VOTE) fund. Such voluntary contributions shall be made on the same date that the employees receive their regular paychecks.

Voluntary contributions deducted from employees’ paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) Fund and forwarded monthly to the CFO of the OPEIU Local 30, 705 West Arrow Highway, 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

SECTION 2. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit “D”.

ARTICLE 22 - 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 the unit member 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 23 - DURATION

This Agreement shall be in full force and effect from January 1, 2021 through December 31, 2023, 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, 2023, 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:

AFT Guild, Local 1931




Jim Mahler
President

12/09/2020

Date

FOR THE UNION:

OPEIU Local #30



Marianne Giordano
Executive Director/CFO

12/09/2020

Date

EXHIBIT "A" - WAGES

SECTION 1. Wage increases for the unit member shall become effective January 1st of each year, and shall be equivalent to the top step of Range 29 of the Classified Salary Schedule of the San Diego Community College District. In addition, the Employer shall add a stipend to the base wage in the amount of \$750.32. This stipend shall increase by at least the same percentage increase as the base wage amount annually.

SECTION 2. CHRISTMAS BONUS

The Office Manager shall receive a Christmas Bonus of one thousand five hundred dollars (\$1,500.00) each year, paid in the December pay warrant.

JOB DESCRIPTIONS

OFFICE MANAGER Job Summary:

The Office Manager provides administrative support to the President by coordinating and supervising of daily operations, staff, and services. Performs general bookkeeping duties and a variety of tasks that requires organization and planning to meet monthly deadlines. The position requires interpersonal and organizational skills necessary to coordinate requested information from inside as well as outside sources. The Office Manager must have knowledge of the structure and mission of the American Federation of Teachers.

Duties and Responsibilities:

- Uses specialized computer programs to prepare a variety of correspondence, reports, and other materials
- Posts transactions to accounting records
- Checks accounts for accuracy
- Logs and sequences source documents, enters accounting data in registers, sorts documents by codes, and matches documents to accounts to assure that entries are properly posted
- Reviews files to assure complete and authentic documentation for transactions
- Maintains cash flow report
- Maintains accounting records and check registers
- Checks source documents for errors in account classification, prices, totals, extensions, and balances
- Composes correspondence
- Maintains specialized accounting programs for invoices
- Maintains journals and registers
- Maintains accounts receivable and payable invoices
- Performs periodic audits on special accounts
- Maintains membership accounting
- Performs other related duties as required
- Develops office procedures
- Assist with travel arrangements
- Organizes, prepares materials for various meetings (i.e. handouts, etc.)
- May take minutes for Board meetings

EXHIBIT "B" - HEALTH & WELFARE AND DENTAL

The Employer shall pay the monthly premium cost to provide the unit member and her dependents Kaiser (Medical), VSP (Vision), and Delta Dental (Dental) benefits through the VEBA benefits agreement currently in effect between the VEBA and the Employer.

EXHIBIT "C" - PENSION CONTRIBUTIONS

SECTION 1. Effective January 1, 2017, the sum of five dollars (\$5.00) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for on behalf of the Office Manager.

SECTION 2. Such payments shall be made for the unit member during periods of paid vacations, holidays, or sick leave.

SECTION 3. It is further understood that the Employer shall make contributions for any temporary unit member who is providing backfill to the Office Manager, who works one thousand (1,000) or more hours in a twelve (12) month period, and who has 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 30 Office for deposit with the OPEIU's J.B. Moss Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 30 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 30, 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 #30
705 West Arrow Highway, 2nd Floor
P.O. Box 9000
Claremont, CA 91711