AGREEMENT

between
Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Office & Professional Employees
International Union, Local 29
and
California Federation of Teachers
AFL-CIO, CLC

October 1, 2019
to
September 30, 2022
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AGREEMENT

This Agreement, made and entered into on October 1, 2019 through September 30, 2022, by and between the California Federation of Teachers, AFT, AFL-CIO, party of the first part, hereinafter called the “Employer” and Office and Professional Employees International Union, Local 29 and Office and Professional Employees International Union, Local 537, party of the second part, affiliates with Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the “Union.”

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby mutually agree as follows, to wit:

ARTICLE 1 – RECOGNITION

This Agreement shall cover the working conditions, wages and hours of employment affecting the office employees of the Employer subject to the jurisdictions of OPEIU Locals 29 and 537 and the Employer agrees to recognize OPEIU Locals 29 and 537 as the sole bargaining agents for such employees.

ARTICLE 2 – UNION SECURITY

A. It shall be the condition of employment that all employees covered by this Agreement within thirty (30) days after their initial date of employment in the bargaining unit or the execution date of this Agreement, whichever occurs later, either shall become and remain a member of the Union in good standing or shall tender to the Union a service fee as provided below. Those employees who maintain a non-member status or change their status to a non-member status and who are covered by the terms of this Agreement shall, as a condition of employment, pay an initial service fee and regular service fees in an amount not to exceed the amount of the full membership dues to the Union for the purpose of aiding the Union in defraying costs incurred in connection with the Union's obligations and responsibilities as the exclusive collective bargaining representative of bargaining unit employees.

B. Upon receipt of a duly authorized form, 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 temporary employees on the payroll each month after thirty (30) calendar days of employment.

C. All money deducted or collected by the Employer shall be remitted to the Unions on or before the tenth (10th) day of the month following that in which the deductions or collections are made. The Employer shall submit to the financial offices of the Unions, a monthly record of those employees for whom deductions or collections have been made.

D. The Employer agrees to notify Unions or representatives thereof, of existing vacancies in the classifications covered by this Agreement and to afford it an opportunity to send applicants for these positions. The Employer shall post announcements of job vacancies or new positions at all CFT offices for a minimum of five (5) working days prior to outside
recruiting efforts. The Employer shall review applications from current CFT OPEIU employees prior to any recruitment efforts outside the CFT. Employer will notify Union of any position openings. Whenever new employees are hired for job classifications within this Agreement from sources other than the lists maintained by the Union, the Employer shall:

1. Promptly notify Union of such employment in writing giving date, place and job classification of employment and the name, address and telephone number of the new employee.

2. Advise new employee to report to the Union within forty-eight (48) hours from the time of employment to be advised of the terms and provisions of this Agreement and the employee's obligations hereunder and to complete necessary applications, forms and papers for qualification under the Health and Welfare Plan and Pension Plan provided for under this Agreement.

E. Employer agrees not to subcontract work beyond the established past practice.

F. Union agrees to give Employer seven (7) working days' written notice of termination of membership of any employee for failure of the employee to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

G. As long as the employee is a dues paying member or pays a service fee and as a condition of employment, the employee shall not be required or permitted to participate in any internal union political action of their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for a CFT or Local AFT Union office.

ARTICLE 3 – PROBATIONARY AND TEMPORARY EMPLOYMENT

A. Employees hired by the Employer shall undergo a one hundred twenty (120) calendar day probationary period. During these one hundred twenty (120) days the Employer shall provide three (3) reviews of the employee's performance during the probationary period. Such employee shall be covered by the terms and conditions of the Agreement, except that the employee shall not have recourse to the Grievance Procedure if terminated.

B. At the close of the probationary period, the employee shall be considered a regular employee, if the employee passes the probationary reviews or if the Employer neglects to provide such reviews except as otherwise provided in this Agreement.

C. A temporary employee must be informed at the start of employment that temporary employees may not work past two (2) months of employment except as replacement for periods of sick leave, vacation or leave of absence. Temporary employees under this subsection shall only be covered by Articles 6, 11, and 25.

D. The parties will cooperate so that in the event the Employer is to retain the employee after thirty (30) calendar days of employment, such employee shall have complied with the obligation under Article 2-A or 2-B above to retain employment.
E. The Employer, upon hiring each employee, shall make known to the employee the duties the employee is expected to perform and from whom the employee is to receive his/her instructions as to the Employer's policies and procedures.

ARTICLE 4 – NON-DISCRIMINATION CLAUSE

A. The Employer agrees not to discriminate against any employee because of the employee’s activity as a member of the Union.

B. Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, religion, national origin, pregnancy, political affiliation or activities, marital status, gender, transgender, medical condition, physical disability, mental disability, age or sexual orientation. The Employer agrees to abide by all non-discrimination clauses required by law.

C. No employee shall be subject to sexual harassment.

ARTICLE 5 – REPORTING PAY AND MINIMUM

A. Any temporary or part-time office employee coming under the jurisdiction of the Union shall be employed for not less than four (4) consecutive hours.

B. Any office employee who reports for work on a day regularly assigned or has been requested to report for work, or who begins work, shall receive a minimum four (4) hours' pay.

C. Any part-time office employee who works less than seven (7) hours in a day shall be paid at straight-time hourly rate up to seven (7) hours per day. Additional hours worked in a day will be paid in accordance with Article 6 (Working Hours and Overtime).

ARTICLE 6 – WORKING HOURS AND OVERTIME

A. Any of the three (3) regular weekly work schedules outlined below may be selected for an employee by the CFT after advising the Union.

1. The regular workweek shall be five (5) days consisting of four (4) seven and three-fourths (7¾) hour days (excluding a lunch break of not more than one (1) hour) and one (1) four (4) hour day. The lunch hour of not more than one (1) hour will be taken during the seven and three-fourth (7¾) hour day period not more than four (4) hours after reporting to work.

2. The regular workweek shall be five (5) seven (7) consecutive hour 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 for work.

3. The regular workweek shall be four (4) eight and three-fourth (8¾) consecutive hour days, 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 for work.
4. Employees must secure advance approval from the Executive Director or designee for any changes in work schedules. The Employer will seriously consider alternative work schedules that meet the requirements of the CFT. If a proposed work schedule is denied, the CFT will provide the employee(s) with a written explanation of the denial.

B. The regular workday shall normally consist of seven (7) hours within eight (8) consecutive hours, work to be performed between the hours of 8:00 a.m. and 7:00 p.m. When the Employer’s office is regularly closed one-half (½) day or more on a regular workday, Monday through Friday, the regular workday may consist of eight (8) hours within nine (9) consecutive hours between 8:00 a.m. and 7:00 p.m.

C. The normal workweek shall be thirty-five (35) hours and full-time employees shall suffer no loss in pay due to rescheduling of hours by the Employer.

D. The employee shall not work overtime unless authorized in advance by the President, Secretary-Treasurer or Executive Director or designee. Any and all work performed in excess of the regular workday (as set forth in A above) and the regular workweek of thirty-five (35) hours shall be considered overtime and shall be paid for at one and one-half (1½) times the regular hourly rate, except that all hours worked on Saturday and Sunday shall be paid for at two (2) times the regular hourly rate. Any and all work performed in excess of forty (40) hours shall be paid for at two (2) times the regular hourly rate. Any time worked on holidays hereinafter defined shall be paid for at two (2) times the regular hourly rate in addition to straight time allowed.

E. 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 and shall be paid for at the overtime rate of one and one-half (1½) times the regular hourly rate of pay.

F. 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 (2) time rate.

G. The lunch period shall be limited to a maximum of one (1) hour each day between the hours of 11:00 a.m. and 2:30 p.m.

H. Every employee shall be entitled to a fifteen (15) minute rest period both in the morning and in the afternoon. Part-time Employees working at least four (4) hours shall be entitled to one (1) rest period of fifteen (15) minutes.

I. With the exception of the CFT Convention/Conferences, at the request of the Person assigning the work and with the approval of the CFT Executive Director or designee and with the agreement of the employee, a seven (7) hour a day employee may work the equivalent of one (1) seven (7) hour day during a four (4) week period at a compensatory overtime rate of one and one-half (1½) to equal a total of ten and one-half (10½) hours per four (4) week period. After earning compensatory time in accordance with the above paragraph, the employee may use earned compensatory time if he/she puts a request in writing five (5) days in advance, which is approved by the immediate supervisor and the Executive Director or designee.
J. At the end of the four (4) week period, the employee shall be paid for any compensatory overtime not taken by the employee. The parties agree to revise appropriate forms to request and record sick leave usage, overtime and compensatory time off usage, or other alterations to the employees’ regular schedules.

K. Conventions and Conferences

1. When the Employer requires work covered under the jurisdiction of this Agreement for Conventions or Conferences or other major meetings, the Employer shall pay the regular hourly rate outlined under the appropriate wage classifications. (See Appendix A).

2. When attendance at such meetings requires travel time, employees shall be paid at the straight time hourly rate. Should it be necessary for the employee to reside at such meeting place, the Employer shall provide a round-trip, economy coach airline ticket; hotel accommodations and seventy-six dollars ($76.00) meal and incidental expense per diem for each day spent at such meeting or conference. The seventy-six dollars ($76.00) meal and incidental expense per diem shall be paid in advance based on scheduled days of work. The meal and incidental expense per diem shall cover the daily cost of food, snacks, beverages, tips to servers, porters, baggage carriers, and hotel staff for personal items. The Employer shall reimburse parking, tolls, mileage and transfers – such as hotel shuttles, taxis, and tips to hotel staff for CFT meeting materials. Within five (5) working days of the close of the convention or conference, the employee shall submit receipts for all expenditures and return any unused funds to the CFT. The CFT will reimburse the employee within ten (10) working days after receipt of the reimbursement request. Travel time shall be considered as time worked. Travel in a personal automobile shall be paid at the rate of the maximum amount recognized by the Internal Revenue Service but not to exceed the round-trip economy coach airfare. Paid travel time in other than an airplane, under normal circumstances, shall be limited to a maximum of three (3) hours each way. Travel arrangements must be approved in advance by an Executive Director or designee.

3. For the purpose of working at Conferences and Conventions, overtime shall be paid at the following rates.

   (a) Time and one half (1½) shall be paid: (a) for all hours worked in excess of seven (7) hours in any one (1) day, Monday through Friday; and (b) for any time worked on Saturdays.

   (b) Double (2) time shall be paid for any time worked on Sundays.

   (c) When attendance of a unit employee is required at an Executive Council, State Council or other meeting, assignment will be on a rotational basis by seniority in the location of such meeting (either Southern California or Northern California.)

   (d) Assignments to work at the Convention will be made by the Executive Director or designee. At least six (6) bargaining unit members will be assigned to work at the Convention, except on Sundays, when it is understood that fewer employees may be needed. When other factors (skills and expertise) are equal, seniority shall determine assignment. Due consideration will be given to employees who,
for personal reasons, request to be relieved of assignment to work at the Convention. Conventions held in Northern California shall have one (1) or more OPEIU 537 employee attending. Conventions held in Southern California shall have one (1) or more OPEIU 29 employee attending.

ARTICLE 7 – CLASSIFICATION AND WAGE SCALES

A. 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 service of the Employer.

B. It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

C. The current (effective October 1, 2018) salary schedule, Appendix A, shall be increased as follows:

1. Effective October 1, 2019, a zero percent (0%) increase across the board and wage scale.

   Effective October 1, 2020, a two and half percent (2.5%) wage increase across the board and wage scale.

   Effective October 1, 2021, a wage reopener.

D. Salary Related Benefits: The Federation shall provide Social Security, Workers’ Compensation, disability insurance and unemployment insurance as provided for by the State and Federal statutes.

E. The rate of pay for any office employee classification under the jurisdiction of Local 29 or Local 537, which may be established by the Employer during the term of this Agreement, shall be subject to negotiations between the Employer and the Union. Such new classifications and their descriptions may be determined by the Employer at any time. The Employer may hire an employee or employees to fill these new classifications and establish a salary rate. If the salary rate negotiated with the Union is in excess of that established by the Employer, the Employer shall issue a retroactive payment to the employee(s) based on the difference between the rate established by the Employer and that established in negotiations. Such payment shall be made within thirty (30) days of the date of agreement between the parties on the negotiated rate.

F. Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification. Any employee sporadically performing the work of a higher classification shall be paid the wage of the higher classification only for the hours worked in the higher classification.

G. All regular part-time employees shall receive all of the benefits of this Agreement on a pro-rata basis consistent with the time employed each week, subject to the limitations outlined in Article 8.A.
H. Effective December 25, 2005, the following pay periods shall be established:

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<td>15th</td>
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<td>10th through the 24th</td>
<td>Last day of the month</td>
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Note: If the 15th or the last day of the month falls on a weekend or holiday, the payday shall be the previous working day.

I. 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 current rate recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide proper insurance coverage, as secondary coverage, based on the minimum State requirements. Upon documentation, the Employer shall reimburse employees for the cost of insurance deductibles, up to a maximum of five hundred dollars ($500.00) per year, for damage to the employee’s vehicle suffered while on CFT business, provided the insurance company has concluded that the unit member was not at fault. To be subject to this provision, the unit member must provide proof of valid California driver’s license as well as proof of automobile insurance, to be produced at the time of renewal.

J. Whenever the Employer requires the bonding of any employee, any notarial commission or carrying of any insurance for the indemnification of the Employer, the costs or premiums for such shall be paid by the Employer.

K. An employee who is reclassified shall be placed on a step that will provide a wage increase closest to one dollar and fifty cents ($1.50) per hour wage increase and progress on the wage chart according to the hire date. Should the employee be placed on Step 3, the employee will progress in two (2) years of their hire date. Seniority will remain the same regardless of the step that the employee is placed.

L. Guidelines and written procedures shall be created outlining the process by which an employee applies for reclassification.

ARTICLE 8 – HEALTH AND WELFARE

A. The Employer agrees to pay the premium of each employee represented by OPEIU Local 29 and dependents for the Office and Professional Employees Welfare fund, including Comprehensive Medical, twenty thousand dollars ($20,000.00) Life Insurance, Dental, Orthodontia, Vision and Long-Term Disability. It is agreed that to be eligible for coverage, an employee must have been paid for not less than seventy (70) hours in the previous calendar month. The Employer agrees to pay the full cost of maintaining these benefits, as determined by the OPEIU Welfare Fund Trustees, throughout the term of the Agreement.

The Employer agrees to pay a premium, on each employee represented by OPEIU Local 29, of eight dollars and seventy-five cents ($8.75) a month to provide health and welfare benefits to retirees under Method A of the Office and Professional Employees Welfare Fund.
B. In addition, the CFT will provide term life insurance in the amount of forty thousand dollars ($40,000) for each employee working thirty (30) hours or more per week and twenty thousand dollars ($20,000) for employees working from sixteen (16) up to thirty (30) hours per week.

Starting on January 1, 2018, the CFT will provide term life insurance in the amount of fifty thousand dollars ($50,000) for each employee working thirty (30) hours or more per week and twenty-five thousand dollars ($25,000) for employees working from sixteen (16) up to thirty (30) hours per week.

C. The Employer agrees to pay the premium of each employee and dependents for the members of Office and Professional Employees Union Local 537, including Comprehensive Medical, twelve thousand five hundred dollars ($12,500.00) Life Insurance, Dental, Orthodontia and Vision. Eligibility of the employee of Local 537 is to be determined by the members of the Trust Fund committee acting in accordance with the terms and provisions of the instruments of trust in effect at any given time. The Employer and the Union, by executing this Agreement, agree to be bound by all of the 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.

D. If an employee with two (2) years or more of service is off due to illness or accident, the employee’s health and welfare coverage shall be extended by the Employer for (1) year. If an employee with less than two (2) year’s service is off due to illness or accident, health and welfare coverage shall be extended by the Employer for six (6) months. Such extension of health and welfare coverage shall only be granted upon the exhaustion of sick leave balances.

E. If an employee is laid off with less than seventy (70) hours worked, the Health and Welfare premium shall be paid for the month in which the layoff occurred.

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

G. Effective January 1, 2009, for employees who retire between the ages of 55 and 65 with a minimum of fifteen (15) years of service, the CFT agrees to pay the premium to provide continued Comprehensive Medical, twelve thousand five hundred dollars ($12,500) Life Insurance, Dental, Orthodontia, and Vision coverage at the same level as current OPEIU members receive. Retirees who were enrolled in the OPEIU Local 29 Welfare Trust Fund at the time of their retirement will continue to be covered through that Trust. Retirees who were enrolled in the OPEIU Local 537 Trust at the time of retirement will continue to be covered through that Trust.

H. For employees retiring with at least fifteen (15) years of service and upon eligibility for Medicare, the CFT contribution for healthcare is limited to the employee only and will pay for Medicare Part B at the standard rate plus an annual maximum of two thousand five hundred dollars ($2,500) for a supplemental policy and Part D at the standard rate.
I. IRC 125: The Employer shall provide a tax-deferred account for medical expenses or day care expenses (IRC 125 Plan). Effective January 1, 2009, the employer will make a five hundred dollar ($500.00) per employee per year contribution into an IRC 125 Plan.

ARTICLE 9 – PENSION PLAN

A. The Employer agrees to contribute into a Trust Fund known as Western States Office and Professional Employees Pension Fund for the account of each eligible Office and Professional Employees International Union, Local 29 represented employee working under this Agreement and the Employer agrees to contribute into the Office and Professional Employees International Union Local 30/537 Retirement Plan for the account of each Office and Professional Employees International Union, Local 537 represented employee working under this Agreement, three dollars and fifty cents ($3.50) per hour effective October 1, 2010.

B. Eligibility for coverage under the plan shall be that employees shall have contributions made on their behalf for all hours paid.

C. The Employer and the Union, by executing this Agreement, agree to be bound by all provisions of the Agreement 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.

The Employer shall pay the cost of the OPEIU 29 Rehabilitation plan at the capped maximum of eighty percent (80%) and not to be exceeded. Any increase proposed to the rehabilitation plan must be negotiated with the CFT.

D. The parties agree that employees employed pursuant to said Collective Bargaining Agreement shall select collectively of participating in the Western States 401k Retirement Fund of the OPEIU, or the OPEIU National Retirement Savings Plan, and shall be entitled to have contributions made to said Plan on their behalf by way of wage deferrals in accordance with the rules of the Plan.

Effective October 1, 2020, it is further agreed that the Employer shall contribute one hundred twenty dollars ($120.00) per month to said Western States 401k Retirement Fund of the OPEIU or OPEIU National Retirement Savings Plan for each employee.

ARTICLE 10 – VACATIONS

Vacations with pay are hereby established for all employees covered by this Agreement.

A. Employees, after having served one (1) year of employment, shall be entitled to two (2) weeks’ vacation with full pay.

B. Employees, after having served four (4) years in the employ of the Employer, shall be entitled to three (3) weeks’ vacation with full pay.

C. Employees, after having served ten (10) years in the employ of the Employer, shall be entitled to four (4) weeks’ vacation with full pay.
D. Employees, after having served fourteen (14) years in the employ of the Employer, shall be entitled to five (5) weeks' vacation with full pay.

E. Employees shall be allowed to take their full vacation entitlement to a maximum of four (4) weeks in consecutive weeks at a time mutually agreeable between the Employer and employee. Upon one (1) month's written notice by the employee to the Employer, vacation pay shall be paid to the employee on the last day of work preceding their vacation.

F. If an employee wishes, he/she may request and be granted, one (1) week's vacation with full pay after six (6) month's employment during the initial year of service.

G. Full pay is hereby defined as pay based on the regularly established rate and workweek of the employee at the time, he/she takes his/her vacation.

H. Employees will be allowed to accrue a maximum of thirty-five (35) days of vacation. A maximum of five (5) weeks' vacation may be taken in any one (1) year.

I. Employees terminating for any reason after six (6) months' employment shall be paid pro rata vacation pay.

J. No vacation shall be forfeited because of sickness or disability occurring prior to the scheduled date. A vacation may be postponed or re-scheduled for a later date because of such sickness or disability.

K. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. If there are conflicting requests from employees at one CFT worksite, vacation scheduling shall be strictly on the basis of seniority between the employees, so long as the request has been submitted by November 15 for the following calendar year's vacation requests. Requests submitted after November 15 shall be considered in the order received by the Employer.

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

M. 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.

N. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.
### ARTICLE 11 – HOLIDAYS

A. Holidays observed under the Agreement shall be the following:

<table>
<thead>
<tr>
<th>2020</th>
<th>2021</th>
<th>2022</th>
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<tbody>
<tr>
<td><strong>Martin Luther King, Jr.'s Birthday</strong></td>
<td><strong>Labor Day</strong></td>
<td><strong>Labor Day</strong></td>
</tr>
<tr>
<td>Monday, January 20, 2020</td>
<td>Monday, September 7, 2020</td>
<td>Monday, September 6, 2021</td>
</tr>
<tr>
<td><strong>Lincoln's Birthday</strong></td>
<td><strong>Veterans’ Day</strong></td>
<td><strong>Veterans’ Day</strong></td>
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<tr>
<td>Monday, February 10, 2020</td>
<td>Wednesday, November 11, 2020</td>
<td>Thursday, November 11, 2021</td>
</tr>
<tr>
<td><strong>Presidents Day</strong></td>
<td><strong>Thanksgiving Day</strong></td>
<td><strong>Thanksgiving Day</strong></td>
</tr>
<tr>
<td>Monday, February 17, 2020</td>
<td>Thursday, November 26, 2020</td>
<td>Thursday, November 25, 2021</td>
</tr>
<tr>
<td><strong>Cesar Chavez Day</strong></td>
<td><strong>Friday after Thanksgiving Day</strong></td>
<td><strong>Friday after Thanksgiving Day</strong></td>
</tr>
<tr>
<td>Tuesday, March 31, 2020</td>
<td>Friday, November 27, 2020</td>
<td>Friday, November 26, 2021</td>
</tr>
<tr>
<td><strong>Memorial Day</strong></td>
<td><strong>December 23 – January 1</strong></td>
<td><strong>December 22 – January 1</strong></td>
</tr>
<tr>
<td><strong>Independence Day</strong></td>
<td><strong>Two (2) Floating Holidays</strong></td>
<td><strong>Two (2) Floating Holidays</strong></td>
</tr>
<tr>
<td>Friday, July 3, 2020</td>
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B. The dates of the holidays may vary from contract year to contract year and shall be set by mutual agreement between the Employer and employee.

C. Employees shall provide two (2) weeks’ notice prior to taking floating holidays. With less than two (2) weeks’ notice, floating holidays may be scheduled with mutual consent of the Employer.

D. In the event any of the designated holidays occur during the period of an employee’s vacation, an additional day’s vacation shall be allowed for each holiday occurring.

E. Whenever a designated holiday falls upon a Sunday, it shall be observed the following Monday.

F. Whenever a designated holiday falls upon a Saturday, it shall be observed on the preceding Friday.

G. A temporary employee shall be paid for a holiday after fifteen (15) days of employment, if the employee has worked the day preceding and the day following the holiday.

H. A regular part-time employee shall be paid for the holiday at the regular scale, if the holiday falls within the time regularly employed each week or month.

I. Work performed on any of the designated holidays shall be paid at the rate of double (2) time.

ARTICLE 12 – SICK LEAVE

A. Full-time regular employees shall be credited with one and one-half (1½) days per month of paid sick leave days. Regular part-time employees shall accumulate sick leave days at a rate, which is consistent with the hours and length of employment with the Employer.

B. New employees, after having served two (2) months, are to be credited with three (3) days of sick leave and may use such days to be compensated for sick days taken during the first (1st) two (2) months of employment. From that point forward, sick days are accumulated in accordance with Article 12-A above.

C. Beginning on each employee’s first anniversary date (on or after June 1, 1981), the Employer will review the prior twelve (12) months’ accumulation of sick leave under this sub-section.

D. Any employee who has accumulated unused sick leave days beyond twenty (20) days, may, at the option of the employee, receive pay in lieu of such accumulation beyond the twenty (20) days at fifty percent (50%) of the then current hourly rate. Effective January 1, 2007, a maximum of twenty (20) days of accumulated sick leave (10 paid days) may be cashed out per calendar year. Regular part-time employees may be paid similarly with the maximum number of days computed according to the number of months worked in any given year.
E. Employees with five (5) or more years of service with the 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 each subsequent fifth (5th) anniversary of service. Sick leave provided for these 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 sub-section will not serve to prevent sick leave payout as outlined above. It is further understood that there will be no payout for earned but unused sick leave under this sub-section.

F. Employees who take a maternity leave of absence shall be allowed to use their accumulated sick leave for the period of time, which their physician certifies they are unable to work. The employee shall be entitled to take any accumulated vacation leave time as part of her maternity leave.

G. When an employee has been absent from work for more than three (3) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee, if requested by the Employer, before sick leave benefits will be paid. If an employee’s illness or recovery from injury lasts beyond ten (10) days, the employee shall apply for State Disability Insurance (SDI), stating that the CFT provides coordination of benefits. The employee may choose either to receive full salary and sign over SDI payments to the CFT, or to have CFT pay the difference between the SDI payments to the CFT and the employee’s full salary. The number of sick leave days charged to the employee shall be reduced in like proportion to the amount of proceeds that the CFT receives from SDI, or to the amount of the salary reduced by the CFT whichever is applicable, so as to maximize the number of sick leave days remaining for each employee.

H. Upon retirement from active employment, employees shall be entitled to be paid for accumulated sick leave at the rate of fifty percent (50%) of accrued sick leave up to a maximum of ninety (90) days. Maximum payment shall be forty-five (45) days. However, in order to be eligible for this benefit, said employee must have been employed with the Employer for fifteen (15) years and retire under the pension plan provided for by the Employer under the Collective Bargaining Agreement.

I. Follow-up doctor visits, which result from an industrial injury, shall not be counted against accrued sick leave. The Employer may request reasonable proof, such as a physician’s statement, regarding such visits.

J. Regular part-time employees shall be entitled to sick leave on a pro rata basis.

K. Employees may convert up to two (2) days per year of accrued sick leave to personal leave. There will be two (2) conversion periods, October 1 and April 1 of each contract year.

L. Employees are entitled to utilize sick leave for the employee to be off work due to the employee’s own illness or injury or the illness or injury of a member of the employee’s family or member of the employee’s immediate household.

M. CFT will provide the same long term disability coverage to all eligible OPEIU unit members as provided for the FRU union members.
ARTICLE 13 – LEAVES OF ABSENCE

A. An employee may take up to five (5) days with pay due to the birth of a child or the arrival of an adopted or foster child. These five (5) days are in addition to other contractual paid leave. An employee will be returned to his/her position as defined by Appendix B.

B. Religious Days: A Religious Leave shall be granted to a unit member observing religious days which are not listed in this Agreement as holidays. The employee’s accumulated personal leave, vacation days and/or floating holiday shall be used for this observance. The length of the leave shall not exceed the length of the religious observance.

C. Unpaid Leave

1. Employees employed less than three (3) years may be granted unpaid leaves of absence for reasons stated up to thirty (30) working days and the leave may be extended in thirty (30) day increments thereafter at the option of the Employer.

2. Employees who have been employed three (3) years or more shall be granted unpaid leaves of absence for reasons stated up to a maximum of six (6) months and the leave may be extended in thirty (30) day increments thereafter at the option of the Employer. Such unpaid leaves must be requested not less than thirty (30) days in advance of the requested leave. Emergency requests that do not meet the thirty (30) day advance notice requirement will not be unreasonably denied.

3. Unpaid leaves of absence of a non-compelling nature may be granted at the option of the Employer for reasonable periods of time. Such leaves of absence shall not affect the employee’s seniority rights under this Agreement. However, during the period of any such leave, an employee shall not accrue either sick leave or vacation during the unpaid period.

4. Health and Welfare payments shall be paid by the Employer for the first thirty (30) days of such leave of absence.

5. Application for unpaid leaves of absence for maternity, illness or injury shall be granted. An employee who is on an unpaid leave of absence for illness, injury or maternity shall give the Employer a minimum of one (1) week’s notice of intention to return to work. Conditions of leaves of absence shall be reduced to writing and substantiated by proof of illness or injury; said leave of absence shall not affect the employee’s rights under this Agreement. However, during the period of any such leave an employee shall not accrue either sick leave or vacation during the unpaid period.

6. 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 leaves of absence will retain and accumulate seniority during such leave periods.

D. Replacements of employees on leaves of absence shall not be paid wages higher than those of employees replaced.
E. Conditions of leaves of absence shall be reduced to writing.

F. The parties shall comply with all applicable Federal and State laws including, but not limited to, the Occupational Safety and Health Act (OSHA), Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA) and the California Family School Partnership Act. Where laws conflict, the Employer will provide the employees with the greater of the benefits.

G. Two (2) days per year will be provided to employees with pay for personal leave and shall not be cumulative. Personal leave may be taken in one-half (½) hour increments. The personal leave time may not be taken in conjunction with vacation.

H. Weather/Hazardous Conditions

In the event a government agency declares an emergency situation, such as weather/hazardous conditions that prevents employees from safely traveling to and from work, the Employer agrees to pay up to two (2) days per year and treat the Employees as if they had shown up for work.

I. Bereavement Leave

In the event of a death of an employee's immediate family, i.e., spouse, parent, grandparent, mother or father-in-law, brother or brother-in-law, sister or sister-in-law, child, grandchild, aunt, uncle, domestic partner or a person who lived in the same domicile, the Employer will permit the employee 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. Employees may also use up to one (1) day off with pay to attend the funeral of a close friend or other close relative of the employee 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.

J. Jury Duty

1. In the event an employee is called for jury duty, the Employer shall pay such employee the difference between the pay received for jury duty and the employee's regular pay. Time spent on jury duty shall be considered as part of the employee's regular workday.

2. To be eligible for jury pay, an employee is not required to be impaneled.

3. Any employee who is served with legal process to appear or give testimony shall receive full pay and benefits for the period of absence less any monies received by them. The aforementioned legal process must be work related.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

A. 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.
B. The Employer shall advise the employee in writing of the discharge and the reasons thereof.

C. Employees 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 employee reasonably believes may result in discipline.

D. If the Employer schedules a meeting with the employee to meet discipline, then the employer shall inform the employee of the nature of the meeting.

E. 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.

F. For less severe situations where the employee’s work-related conduct performance negatively affects the Employer’s productivity and/or operations, progressive discipline shall be instituted. Copies of all written warnings shall be mailed to the Union.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
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<tbody>
<tr>
<td>1st</td>
<td>Counseling – Verbal or Written</td>
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<tr>
<td>2nd</td>
<td>Verbal or Written Warning</td>
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<tr>
<td>3rd</td>
<td>Written Notice</td>
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<tr>
<td>4th</td>
<td>Final Written Notice</td>
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<tr>
<td>5th</td>
<td>Suspension</td>
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<tr>
<td>6th</td>
<td>Termination</td>
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</tbody>
</table>

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

**ARTICLE 15 – GRIEVANCE PROCEDURE**

A. All disputes, complaints or grievances arising out of this Agreement shall be first taken up between the Union and the Employer within thirty (30) working days of occurrence or in the event of discipline, demotion or discharge, within ten (10) working days of occurrence. Failing satisfactory settlement thereof, either side shall, within thirty (30) working days after, refer such dispute, complaint or grievance to the Board of Adjustment established by this Section.

B. An Adjustment Board shall be appointed consisting of two (2) representatives of the Employer and two (2) representatives of the Union. Such Board shall take up, within fifteen (15) working days, all grievances or disputes, which the parties hereto have been unable to adjust. The decision of a majority of the Board shall be final and binding on the parties to this Agreement. In the event the Board is unable to arrive at a decision or in the event of a deadlock, an impartial Arbitrator shall be selected by the members of the Board within seven (7) working days after the Board has determined it is unable to agree.

C. In the event mutual agreement cannot be reached on an Arbitrator within the time limits specified, the State Conciliation Service, American Arbitration Association or the Federal
Mediation Service shall be asked to name a panel of five (5) individuals from which one (1) shall be selected by the parties within fourteen (14) calendar days after receipt of the names provided by the aforementioned Services.

D. Any decision within the jurisdiction of the Arbitrator shall be final and binding upon all concerned. The expense and salary incident to the service of the Arbitrator shall be shared equally by the Employer and the Union.

E. Working days means calendar days exclusive of Saturdays, Sundays and the Holidays listed in Article 11.

F. No reprisal of any kind shall be taken by the Federation or any of its agents against any party because of his/her participation in the grievance procedure.

No person may be required to discuss a grievance except at formal meetings prescribed by this grievance procedure. All communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a separate grievance file which shall be maintained by the CFT Controller.

G. Grievances shall be processed during regular working hours unless agreed to otherwise by the Parties. All participants will be excused from assigned duties without loss of pay or benefits. Union appointed representatives will be released from assigned duties for reasonable periods of time in order to investigate and process grievances.

ARTICLE 16 – SEVERANCE PAY

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

B. In the event of an indefinite layoff, the employee(s) shall receive one (1) week's pay for each year of employment with a maximum severance pay of fifteen (15) weeks. If subsequently reemployed by the CFT, any future severance pay would be based on years of service completed following the date of reemployment.

C. All unpaid vacation allowance shall be paid to the employee upon date of termination.

ARTICLE 17 – MERGER

A. In the event of a merger, consolidation or any other legal change whatsoever with respect to the CFT, any obligation hereunder shall be binding upon any successor.

B. There shall be no layoff of current bargaining unit employees due to merger during the life of this Agreement.

ARTICLE 18 – RELOCATION/CLOSURE

Immediately following a decision to relocate or close an office, and in no case less than one hundred and twenty (120) days prior to the relocation or closure of an office, the parties shall meet

and negotiate over the impact and effects of said decision.
ARTICLE 19 – LAYOFFS

A. Layoff means that work requirements in a specific CFT office are such that the Employer cannot anticipate or predict that recall will ever take place. The order of layoff and recall within a classification at that location shall be determined by length of service in the classification. The employee who has the least seniority in the classification at that location shall be laid off first. An employee may choose to bump an office employee with less seniority at that location or within their OPEIU jurisdiction, who is employed in the same or different classification than that held if such classification is lower or equally paid and the bumping employee is qualified to provide the service in that lower or parallel classification. If bumping occurs to a lower classification, the bumping employee shall be paid at the classification rate in place at time of layoff until the lower classification rate rises to meet this rate. From that point forward, the new classification rate will be used. Re-employment will be in reverse order of layoff. Laid off employees shall retain seniority rights for recall for twenty-seven (27) months.

B. In the case of layoff, including when such layoff is related to the abolition or elimination of a position, the Employer shall issue written notification at least ninety (90) calendar days prior to the layoff. The Employer shall meet with the Union to discuss such options as, but not limited to, job sharing and hours’ reduction. It is recognized that any regulations established under Federal or State law, which provide greater benefits will apply to this Article.

C. The Employer shall pay Health and Welfare benefits for the first six (6) months of any layoff period provided that the employee, has been in the employ of the Employer for two (2) years or more and is not covered by another health and welfare benefit plan. Thereafter, the employee shall be allowed to continue health and welfare benefits in accordance with Federal and State laws (COBRA) and health plan procedures.

Effective February 9, 2009, the Employer shall pay Health and Welfare benefits for the first three (3) months of any layoff period provided that the employee, has been in the employ of the Employer for two (2) years or less and is not covered by another Health and Welfare benefit plan. Thereafter, the employee shall be allowed to continue Health and Welfare benefits in accordance with Federal and State laws (CCBRA) and health plan procedures.

D. Vacation and sick leave shall not accrue during any indefinite layoff period.

E. Every effort will be made to reassign each employee affected to another position for which the employee is qualified to serve.

F. Employees who are laid off, except those who exercise the right of early retirement, shall be kept informed, in writing, of all reinstated and new positions. An employee may waive first right of recall and retain the right of recall to the next available position for which the employee is qualified.
ARTICLE 20 – SENIORITY

A. Seniority shall be defined as the length of continuous service with the Employer from last date of hire. Earning of seniority is suspended for employees on unpaid personal leave. When making promotions, the principle of seniority shall govern where qualifications and ability are adequate.

B. In laying off employees, the last person hired shall be the first person laid off, provided those employees remaining have the ability required to perform the remaining work. In re-employing laid-off employees, the last person laid off shall be the first person rehired, provided the employee has the ability necessary to perform the available work.

C. Voluntary quitting, unauthorized leave of absence, or discharge for cause, terminates seniority.

D. Layoffs due to lack of work do not break seniority unless such layoff time exceeds the period of re-employment seniority rights contained in Article 21, Layoffs.

ARTICLE 21 – MEAL ALLOWANCE

An employee required to work two (2) hours or more beyond the close of the regular workday or any employee who is released at the close of the regular workday and is instructed to report back to work within two (2) hours, shall be entitled to ten dollars ($10.00) meal money or, in lieu thereof, shall be furnished with a meal by the Employer.

ARTICLE 22 – TRAVEL TIME

Travel Time shall be considered as time worked. Travel Time shall be compensated at the Regular time rate. Travel time will be calculated from the time the employee leaves and arrives to their home residence less their normal commute time to and from their home office. When traveling is required after arriving at the employee’s home office, travel time will start once leaving the home office and arriving at the destination.

Travel mileage will be reimbursed at the IRS mileage rate based on miles from the employee’s work location to the destination, plus any expenses incurred such as parking and bridge tolls. For travel on a weekend day, mileage will be from and/or to the employee’s residence. There will be no travel time or mileage when an employee is being compensated for working on the weekend at an Executive Council meeting at their home office. For travel involving air flights, one (1) hour arrival before the scheduled flight should be followed and included as Travel Time.

ARTICLE 23 – PARKING

The Employer shall provide free parking within a four (4) block radius of the employee’s place of employment or provide transportation within the county at the discretion of the Employer.
ARTICLE 24 – SHOP STEWARDS

The Union may appoint Shop Stewards who are to be considered representatives of OPEIU Locals 29 and 537 and who shall participate in the settling of grievances, signing new members and other duties as outlined by the Union. The Union will notify the Employer of the names and locations of Shop Stewards and shall notify the Employer within thirty (30) days of any changes of Stewards.

ARTICLE 25 – ADMITTANCE OF UNION REPRESENTATIVES TO OFFICE OF EMPLOYER

A. Representatives of the Union shall have the right to contact the employees at work with respect to this Agreement. Such contact shall result in minimal interference with or interruption of Employer business or employee's work.

B. The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office and Professionals Employees International Union, Locals 29 and 537, AFL-CIO, CLC, and under agreement with the Union. This card is to be the property of the Union.

ARTICLE 26 – AUTOMATION

A. 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.

B. When the Employer introduces or uses any data processing equipment, 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 present employees within the office on such equipment, those employees shall suffer no reduction in wages as a result.

ARTICLE 27 – HEALTH AND SAFETY

A. The Employer agrees to make all reasonable provisions for the health and safety of employees during their hours of employment. The Employer agrees to abide by all laws of the State and Federal government pertaining to health and safety.

B. The Employer agrees to provide a worksite that is free of tobacco smoke.

C. Employees required to operate computers shall, at the expense of the Employer, receive an ophthalmologic examination annually and if, upon examination, it is determined that single vision glasses or contact lenses are needed, they will also be provided by the Employer. The cost of this benefit to the Employer shall not exceed three hundred and fifty dollars ($350.00) every twenty-four (24) months.

D. Employees required to operate computers will perform other tasks for fifteen (15) minutes of every hour’s performance at the computer.
E. Pregnant employees may request temporary assignment away from the computer operation. This request will not be unreasonably denied, but if the needs of the office are such that the request cannot be honored, then except as otherwise provided in the Contract, a leave of absence without pay will be granted whereby the Employer will continue to pay health and welfare premiums.

F. The Employer will purchase, as soon as possible as the need arises, ergonomic chairs and desks and any other environmental equipment necessary for use with the computer.

ARTICLE 28 – VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared 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 29 – UNION LABEL

The privilege of using the Union Label shall be extended to the Employer 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 30 – SAVINGS CLAUSE

Nothing in this Agreement that is contrary to the Employer's Local or International Constitution and By-Laws shall be binding on the Employer.

ARTICLE 31 – INDUSTRIAL WELFARE COMMISSION ORDER

In the event the existing I.W.C. Order #4-98 (1/1/98) covering Professional, Technical, Clerical, Mechanical and similar occupations becomes invalid, the provisions of this order shall automatically be incorporated in the Collective Bargaining Agreement. If such order is amended, amended improvements will automatically be incorporated in the Collective Bargaining Agreement.

ARTICLE 32 – TRAINING AND EDUCATION

A. Professional Growth: The CFT shall establish a fund of three thousand dollars ($3,000.00) per fiscal year for the purpose of employment-related training and/or education, or attendance at CFT and/or other labor-related conferences, trainings, conventions or meetings for employees covered by this Agreement. Members of the unit may receive tuition or fee reimbursement in accordance with the following requirements.

1. Pre-approval by the Executive Director or designee in order to verify that the training and education are employment-related or are otherwise qualified and there is sufficient funding still available in the fund for such training, education or other activity.

2. A maximum of six hundred dollars ($600.00) per activity, not to exceed fifty percent (50%) of the tuition in any academic year.
3. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken. This evidence shall be submitted by the employee to the Secretary-Treasurer.

4. Tuition reimbursement shall be made for a course, workshop, institute or other organized activity in an area directly related to the employee's employment.

5. Courses, workshops, institutes or other organized activities must be taken at an accredited institution. Exceptions may be made for courses, workshops or other organized activities offered by recognized business, industry, governmental, professional and occupational and labor organizations or associations.

B. The CFT will pay the full cost of tuition, books and materials for training and/or education, which has been proposed by the CFT and agreed to by the employee. In such case, reasonable released time will be provided for travel and class attendance.

C. The cost of training and/or education in Section B shall not reduce the three thousand dollar ($3,000.00) fund in Section A.

D. The parties shall form a joint committee, with two (2) representatives from the CFT and two (2) representatives from OPEIU. The Committee will review training opportunities, consider requests that exceed the six hundred dollars ($600.00) limit noted above and develop guidelines for use of the fund. The Committee may meet up to two (2) times per year and shall, whenever possible, reach agreement by consensus.

ARTICLE 33 – EMPLOYEE REVIEW

Employee reviews will be conducted no earlier than sixty (60) days before and no later than sixty (60) days after the anniversary hire dates. Employee reviews will be utilized to assist staff leadership in furthering job satisfaction for employees and the mission of the organization and the members it serves. Upon mutual agreement between the employee and the Employer, an annual employee review may be skipped, but in all cases, a review shall be conducted every two (2) years. The employee review process will be a coordinated effort between the employee and the staff leadership focusing on the employee's development and the mission of the CFT by:

- Fostering a culture that values employees, good performance, and good member service.
- Taking an interest in the personal development of the employee and investing in that development through training and coaching.
- Employee reviews will not be tied nor be linked to step increases or any form of discipline.
- The resulting written employee review will be provided to and discussed with the employee.
- Employee shall have the option to have a shop steward or fellow bargaining unit employee present during reviews.
• If the employee objects in any way to their written review, an additional meeting will be scheduled in an effort to work out any differences. If the employee is still not satisfied with the results of the written review, the employee will have the option of providing a written response which will be placed in their personnel file along with their written review.

ARTICLE 34 – CATASTROPHIC SICK LEAVE PROGRAM

A. Definition: "Catastrophic illness" or "injury" means an illness or injury that incapacitates the employee or a member of the employee's family including mother, mother-in-law, father, father-in-law, husband, wife, son, daughter, brother, sister, grandmother, grandfather or any person living in the employee's household for an extended period of time.

B. Eligibility Requirements: An employee is eligible to receive catastrophic leave credit if all of the following requirements are met:

1. The unit member who is affected by a catastrophic illness or injury requests eligible leave credits and provides verification of catastrophic injury or illness as required by the CFT.

2. The unit member has exhausted all accrued and unused paid leave in the following order, except the unit member shall keep one (1) week of time of sick leave time:
   a. Sick leave
   b. Personal leave and floating holiday
   c. Vacation

If an employee is unable to return to work after a catastrophic leave, the employee shall be allowed to use all of their accrued sick leave.

3. The Federation verifies that the unit member meets all the eligibility requirements.

4. Participation is voluntary but requires previous contribution to the Catastrophic Sick Leave Bank. Only contributors will be permitted to withdraw from the Catastrophic Sick Leave Bank unless the request for catastrophic leave credits is approved by seventy-five percent (75%) of the Catastrophic Sick Leave Bank participants.

C. Procedure for Donating Sick Leave Time to the Catastrophic Sick Leave Bank

1. A unit member may donate sick leave credits only if there is a minimum of fifteen (15) days of accumulated sick leave and may donate only days in excess of the fifteen (15) days.

2. All transfer of sick leave credit to the program is irrevocable.

3. Contributions shall be authorized in writing yearly by the unit member.
4. All unit members on active duty with the Federation are eligible to join the Catastrophic Sick Leave Bank during the open enrollment periods. Such periods to be January and June of each year.

5. Unit members who elect not to join the Catastrophic Sick Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.

6. Unit members returning from extended leave which included the enrollment period will be permitted to contribute within thirty (30) calendar days of their return.

7. The annual rate of contribution by each participating unit member for each calendar year shall be no less than one (1) and no more than ten (10) sick leave days. Days shall be recorded as hours contributed.

8. Any excess sick leave donated beyond those used by a requesting unit member shall be held in the Bank of Credits for use in future requests.

9. Days shall be contributed to the Catastrophic Sick Leave Bank and granted from the Catastrophic Sick Leave Bank without regard to the daily rate of pay of the Catastrophic Sick Leave Bank recipient. However, for purposes of this section, “days” will be equivalent to the number of normally scheduled work hours per day.

10. Upon severance from paid service with the CFT, the unit member’s remaining accrued sick leave shall be placed in the Catastrophic Sick Leave Bank.

11. Any communication regarding the contribution of sick leave days to the Catastrophic Sick Leave Bank shall be directed by the Executive Director or his/her designee.

D. Procedure for Request and Distribution of Sick Leave Credit

1. A unit member desiring Catastrophic Sick Leave credit shall submit a request to the CFT Secretary/Treasurer. The request shall be granted by the CFT Secretary/Treasurer on a first-come, first-served basis in increments of up to fifteen (15) working days.

2. A unit member who receives sick leave credit pursuant to this section shall use any leave credit that continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

3. The maximum amount of donated sick leave credit that may be used by an individual under this section shall be ninety (90) working days in any calendar year.

4. If a participant is incapacitated, requests for sick leave credits may be submitted by the participant's agent or member of the participant's family.

E. Administrative Regulations

1. Catastrophic leave credits shall not be used for illness or disability, which qualify the participant for Workers' Compensation benefits.

2. The Federation shall maintain, on file, the Catastrophic Leave Bank of Credits. Credits
donated and distributed shall be donated on Federation forms and shall be distributed by the CFT Secretary/Treasurer.

3. The Federation shall issue a "Call for Donations" whenever a unit member requests use of the Catastrophic Sick Leave Program and fewer days exist in the Bank of Credits than are requested.

4. If the Catastrophic Sick Leave Bank is terminated for any reason, the days remaining in the Catastrophic Sick Leave Bank shall be returned to the then current members of the Catastrophic Sick Leave Bank proportionate to their donated days.

5. The Federation and OPEIU shall keep all records confidential and shall not disclose the nature of the illness except as necessary to process the request for withdrawal and defend against any appeals of denial.

6. The sick leave bank shall be reviewed semi-annually by the committee comprised of three (3) members: two (2) appointed by OPEIU and one (1) person appointed by the Employer.

ARTICLE 35 – VOTE

A. 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 29/537 monthly by check payable to Voice of The Electorate or VOTE along with a listing of persons who donated such monies.

B. A copy of the check off authorization to be used for this purpose is attached hereto as Appendix “C.”

ARTICLE 36 – LABOR MANAGEMENT RELATIONSHIP

Three (3) bargaining unit OPEIU representatives shall be granted regular paid release time for negotiations of the collective bargaining agreement between the CFT and OPEIU. Employer paid time will not exceed regular working hours. All costs to attend negotiations, including travel, meeting room, and meals, shall be divided evenly between CFT and OPEIU.

ARTICLE 37 – DURATION OF AGREEMENT

This Agreement, together with all provisions herein set forth, shall continue in full force and effect from October 1, 2019 through September 30, 2022 and shall continue in full force and effect thereafter from year to year unless either party has served the other party written notice of its desire to change or modify this Agreement sixty (60) days prior to the date of expiration. In such event, negotiations on a Successor Agreement shall be opened. In the event that a successor contract is not agreed upon by the Union and the Employer prior to the expiration date of the Agreement, this Agreement shall continue in full force and effect until such time as a successor contract is agreed upon, or either party terminates the agreement. Upon ratification of the Successor Agreement, unless stated otherwise, all agreed upon provisions will be retroactive to the effective date(s) of that Agreement.
FOR THE EMPLOYER:
California Federation of Teachers

Jeff Freitas
President

2-26-21
Date

FOR THE UNION:
OPEIU Local 29

Tamara Rubyn
President/Business Manager

11/21/2020
Date

California Federation of Teachers

Luukia Smith
Secretary-Treasurer

2-26-21
Date

OPEIU Local 537

Jacqueline K. White-Brown
Business Manager/Secretary-Treasurer

11-20-2020
Date
APPENDIX “A” – SALARIES AND POSITIONS

The following chart below, reflects a general salary, effective October 1, 2019, implementation of starting rates as agreed upon and one percent (1%) salary step increases starting after Step 3: (Effective October 1, 2019, no wage increase)

<table>
<thead>
<tr>
<th>Classification</th>
<th>70% Start</th>
<th>80% 6 Months</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
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<tbody>
<tr>
<td></td>
<td>Step</td>
<td>1</td>
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<td>6</td>
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<td>8</td>
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<td>10</td>
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<tr>
<td>Office Clerk</td>
<td>$15.00</td>
<td>$16.44</td>
<td>$20.56</td>
<td>$20.76</td>
<td>$20.97</td>
<td>$21.18</td>
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<td>$21.60</td>
<td>$21.82</td>
<td>$22.04</td>
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<tr>
<td>Office Assistant</td>
<td>$15.46</td>
<td>$17.67</td>
<td>$22.09</td>
<td>$22.31</td>
<td>$22.53</td>
<td>$22.75</td>
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<td>$23.21</td>
<td>$23.44</td>
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<td>$23.92</td>
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<tr>
<td>Secretary</td>
<td>$18.95</td>
<td>$21.66</td>
<td>$27.07</td>
<td>$27.34</td>
<td>$27.62</td>
<td>$27.89</td>
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<td>$28.74</td>
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<td>Assistant Accounting Technician; Senior Secretary</td>
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<td>$28.23</td>
<td>$35.29</td>
<td>$35.64</td>
<td>$36.00</td>
<td>$36.36</td>
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<td>$37.09</td>
<td>$37.46</td>
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<td>$38.11</td>
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<td>$37.51</td>
<td>$37.88</td>
<td>$38.26</td>
<td>$38.64</td>
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<td>$40.62</td>
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<tr>
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<td>$30.61</td>
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<td>$39.03</td>
<td>$39.42</td>
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<td>$40.22</td>
<td>$40.62</td>
<td>$41.02</td>
<td>$41.43</td>
</tr>
</tbody>
</table>

* No current employee will suffer a wage reduction as a result of implementation of this wage schedule.

* Each unit member shall be notified of his/her salary schedule by October 10th of each year.

* Step 3 to Step 4 is achieved after two (2) years, and each subsequent step is achieved after three (3) years.
The following chart below, reflects a two- and one-half percent (2.5%) general salary increase, effective October 1, 2020, implementation of starting rates as agreed upon and one percent (1%) salary step increases starting after Step 3:

<table>
<thead>
<tr>
<th>Classification</th>
<th>70% Start</th>
<th>80% 6 Months</th>
<th>80% 11 Months</th>
<th>80% 16 Months</th>
<th>80% 21 Months</th>
<th>80% 26 Months</th>
<th>80% 31 Months</th>
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<tr>
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<td>$18.11</td>
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<td>$22.87</td>
<td>$23.09</td>
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<tr>
<td>Secretary</td>
<td>$19.42</td>
<td>$22.20</td>
<td>$27.75</td>
<td>$28.02</td>
<td>$28.30</td>
<td>$28.59</td>
<td>$28.87</td>
</tr>
<tr>
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<td>$25.32</td>
<td>$28.94</td>
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<td>$36.53</td>
<td>$36.90</td>
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</tr>
<tr>
<td>Administrative Assistant</td>
<td>$26.54</td>
<td>$30.33</td>
<td>$37.91</td>
<td>$38.29</td>
<td>$38.68</td>
<td>$39.06</td>
<td>$39.45</td>
</tr>
<tr>
<td>Administrative Assistant for Research</td>
<td>$26.91</td>
<td>$30.76</td>
<td>$38.45</td>
<td>$38.83</td>
<td>$39.22</td>
<td>$39.61</td>
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<tr>
<td>Accounting Technician</td>
<td>$27.45</td>
<td>$31.37</td>
<td>$39.22</td>
<td>$39.61</td>
<td>$40.00</td>
<td>$40.40</td>
<td>$40.81</td>
</tr>
</tbody>
</table>

* No current employee will suffer a wage reduction as a result of implementation of this wage schedule.

* Each unit member shall be notified of his/her salary schedule by October 10th of each year.

* Step 3 to Step 4 is achieved after two (2) years, and each subsequent step is achieved after three (3) years.
APPENDIX “B” – JOB DESCRIPTIONS

A committee shall be created to review and update the job descriptions.

POSITION TITLE: OFFICE CLERK

Job Summary

The Office Clerk, under the direction of the designated supervisor, performs a variety of tasks involving shipping, receiving, inventory control, mailings and running errands. This position requires organizational skills necessary to coordinate assigned work. The Office Clerk must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities

- Maintains inventory for office supplies, membership benefits and information
- Prepares mailings; e.g., copying, folding, stamping, stuffing documents and labeling envelopes
- Runs errands, makes deliveries and pick-ups and maintains storage areas
- Operates and maintains office equipment; e.g., photocopier, fax, folding and postage machines
- Performs filing
- Processes address changes for members
- Answers phones and takes messages occasionally
- Performs light upkeep duties
- Performs other related duties as required

Qualifications

- Operating skills on basic office equipment
- Ability to organize, schedule work and follow instructions
- Knowledge of bulk mailing procedures
- Valid California driver’s license

Physical Demands and Working Conditions

- Position requires some heavy lifting - up to 35 lbs.
- May be required to attend off-site meetings or conventions

Essential Duties

- Maintains inventory of office supplies
- Operates contemporary office equipment
- Runs errands, makes deliveries and pick-ups
POSITION TITLE: OFFICE ASSISTANT

Job Summary
The Office Assistant performs some secretarial tasks that require planning and organization to meet deadlines and to coordinate assigned work. The Office Assistant, under the direction of the designated supervisor, performs a variety of tasks involving mailings, shipping, receiving, inventory control and running errands. The Office Assistant must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities
- Does light keyboarding and data entry
- Answers phones and takes messages
- Maintains inventory for office supplies, membership benefits and information
- Prepares mailings; e.g., copying, folding, stamping, stuffing documents and labeling envelopes.
- Assists in putting together packets for training and meetings
- Runs errands, makes deliveries and pick-ups and maintains office areas and conference room
- Operates and maintains office equipment; e.g., photocopier, fax, folding and postage machines
- Updates and maintains files
- Processes address changes for members
- Performs other related duties as required

Qualifications
- Operating skills on basic office equipment
- Ability to follow instructions, organize and schedule work
- Knowledge of bulk mailing procedures
- Valid California driver’s license
- Telephone answering skills
- Basic computer skills

Physical Demands and Working Conditions
- Position requires some heavy lifting - up to 35 lbs.
- May be required to attend off-site meetings or conventions, do occasional driving and run errands
- Standing related to photocopying and assembling materials

Essential Duties
- Does light keyboard work
- Answers phones, takes and relays messages
- Maintains inventory of office supplies
- Runs errands, makes deliveries and pick-ups
- Operates up-to-date office equipment

The CFT may, in the future, employ persons in this position only in CFT offices with one (1) or more OPEIU employees.
POSITION TITLE:  SECRETARY

Job Summary:
The Secretary position performs a variety of duties based on the needs of the individual office. The Secretary's functions within an office may include typing, maintaining filing systems, answering phones, organizing conference calls and operating office equipment, composing correspondence, setting up meetings and taking minutes, preparing mailings, proofreading copy, keeping schedules for office employees and delivering messages. The Secretary must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities:
- Greet visitors
- Answer telephones and route calls to appropriate individuals
- Compose routine correspondence
- Prepare documents, correspondence, envelopes and labels using word processing
- Assist in collating packets for various presentations
- Take and transcribe minutes at staff meetings
- Maintain filing system
- Operate photocopier, fax, postage machine and other office equipment
- Organize office meetings
- Organize conference calls

Qualifications:
- High school diploma or equivalent
- Computer competency: word processing, particularly Microsoft Word
- Basic operating knowledge of contemporary office equipment
- Keyboarding skill of 45 wpm
- Ability to follow instructions
- Ability to work effectively with employees and the public
- Experience with labor unions preferred

Physical Demands and Working Conditions:
- Minimal standing for photocopying and assembling materials
- Repetitive typing motion
- Occasional driving/errands
POSITION TITLE: ASSISTANT ACCOUNTING TECHNICIAN

Job Summary:
The Assistant Accounting Technician, under supervision of the Secretary-Treasurer and/or designee, composes correspondence as well as 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 Assistant Accounting Technician must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities:
- Uses specialized computer programs
- 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

Qualifications:
- High school diploma or equivalent and one (1) year of full-time bookkeeping or clerical accounting experience or five (5) semester units of college-level accounting classes
- Detailed knowledge of accounting function
- Basic bookkeeping knowledge, i.e., journal entries, payables and receivables
- Basic computer skills
- Knowledge of budget preparation
- Keyboarding skill of 40 wpm and 10-key by touch

Physical Demands and Working Conditions:
- Minimal standing related to photocopying and assembling materials
- Repetitive typing or keying motion

Essential Duties:
- Posts transactions
- Uses 10-key or calculator
- Performs basic bookkeeping functions
POSITION TITLE: SENIOR SECRETARY

Job Summary:
The Senior Secretary, under the direction of the designated supervisor, performs routine secretarial duties as well as a variety of tasks that require planning and organization to meet deadlines. The Senior Secretary must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities:
• Compose routine correspondence
• Opens, routes, sorts and prioritizes mail
• Maintains calendar
• Types and prepares reports, form letters, flyers, memoranda and statistical summaries and other materials utilizing typewriters, word processors and computers; corrects spelling, syllabication and punctuation
• Makes travel arrangements
• Takes and transcribes dictation
• Receives and relays incoming calls and takes messages; places calls; and answers requests for information
• Develops and maintains filing system
• Maintains inventory for office supplies
• Operates photocopier, calculator, fax, folding, and postage machines
• Assists in putting together packets for presentation
• Does research for monthly report(s)
• Receives callers, determines purpose of their visit, informs appropriate party of arrival and directs caller to appropriate office; provides information to visitors
• Receives office mail and time stamps and distributes mail to appropriate personnel
• Performs other related duties as required

Qualifications:
• High school diploma or equivalent
• Two (2) years experience working in a trade union office or four (4) years experience in a comparable position or the equivalent of fifteen (15) semesters units of college business courses
• Correct business English, spelling, punctuation, grammatical usage
• Vocabulary and proofreading skills
• Basic operating skills on the computer
• Basic operations of office equipment
• Keyboarding skill of 45 wpm
• Ability to follow instructions
• Ability to understand, interpret and apply basic rules, policies and procedures
• Ability to work effectively with employees and the public

Physical Demands and Working Conditions:
• Minimal standing related to photocopying and assembling materials
• Repetitive typing motion
• Occasional driving/running errands

Essential Duties:
• Answers phones and takes messages
• Operates contemporary office equipment
• Types and prepares reports utilizes word processing skills
POSITION TITLE:  ADMINISTRATIVE ASSISTANT

Job Summary:

The Administrative Assistant, under minimal supervision from the designated supervisor, performs routine secretarial duties as well as the more difficult clerical and paraprofessional duties in an administrative office. The Administrative Assistant performs a variety of tasks that require planning to meet deadlines. Tasks performed include processing documents related to budgeting, purchasing, contracts, scheduling, and other centralized activities. The position requires interpersonal and organizational skills necessary to coordinate the workflow among staff. The Administrative Assistant may serve as the sole support staff in a regional office. The Administrative Assistant must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities:

- Composes routine reports and correspondence
- Opens, routes, sorts and prioritizes mail
- Reviews forms and information submitted to the office for completeness, accuracy and conformance to applicable policies, procedures, and practices
- Acts as a liaison with other offices, members and the public
- Takes and transcribes dictation
- Resolves problems and handles non-routine inquires related to assigned work
- Maintains calendar
- Plans, organizes, schedules, and coordinates major projects from inception to completion
- Types and prepares reports, form letters, flyers, memoranda, statistical summaries and other materials including, but not limited to, specialized reports.
- Maintains records, files and other confidential information
- Operates and maintains photocopier, calculator, fax, folding and postage machines
- Maintains inventory for office supplies
- Analyzes existing clerical processes to determine more efficient methods and develops and implements revised and/or new clerical processes and procedures
- Makes travel arrangements
- Answers telephone requests for information
- Searches files for required information, compiles data and prepares reports
- Develops and implements office systems and procedures as needed
- Coordinates the processing and/or production of documents
- Performs other related duties as required

Qualifications:

- An associate of arts degree or its equivalent in office administration, business administration or a related field AND two (2) years of full-time clerical experience applying policies and procedures related to budgeting, purchasing, contracts and scheduling or two (2) years experience working in a trade union office or four (4) years experience in a comparable position. College-level courses in office administration, business administration or a related field are desirable.
- Ability to organize and coordinate major projects through completion
- Vocabulary and proofreading skills
- Ability to critically review source data, detect and correct errors
- Advanced English, spelling, punctuation, grammatical, vocabulary and proofreading skills
- Ability to work effectively with employees and the public
- Ability to effectively communicate orally and in writing
- Advanced operating skills on the computer
• Ability to understand, interpret and apply rules, policies and procedures
• Interpersonal and problem-solving skills including the ability to provide leadership and technical assistance to others
• Keyboarding skill of 50 wpm
• Ability to organize, schedule work and follow instructions
• Ability to make non-routine decisions

**Physical Demands and Working Conditions:**
• Minimal standing related to photocopying and assembling materials
• Repetitive typing motion
• Occasional driving/running errands

**Essential Duties:**
• Coordinates and prioritizes the work flow in the office
• Answers phones and takes messages
• Operates contemporary office equipment
• Types and prepares reports utilizing word processing skills
POSITION TITLE: ADMINISTRATIVE ASSISTANT FOR RESEARCH

Job Summary:
The Administrative Assistant for Research, under minimal supervision of the Research Specialist performs routine secretarial duties as well as provides research support. The Administrative Assistant for Research responds to requests from members and staff in the areas of wages, benefits and other school and community college district statistical data and prepares surveys, publications and statistical data for presentation. The Administrative Assistant for Research must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities:
- Exercises initiative and sound judgment in the performance of duties
- Composes routine reports, correspondence, assembles and disseminates information
- Develops and maintains filing system and confidential files
- Plans, organizes, schedules and coordinates major projects from inception to completion
- Responds to mail and telephone inquiries regarding research
- Independently conducts computerized research and prepares specialized reports from outside inquiries
- Coordinates the processing and/or production of documents in accordance with established timelines
- Compiles data for and provides specialized reports
- Creates and maintains specialized databases
- Schedules travel arrangements
- Answers telephone requests for information
- Operates and maintains all office equipment
- Acts as liaison with staff from other offices on assigned projects
- Takes and transcribes dictation
- Resolves problems and handles non-routine inquiries related to assigned work
- Opens, routes, sorts and prioritizes mail
- Has responsibility for purchase, operation and maintenance of office equipment such as phone system, computer network, etc.
- Maintains inventory of office supplies
- Performs other related duties as required

Qualifications:
- An associate of arts degree or its equivalent in office administration, business administration or a related field AND two (2) years of full-time clerical experience applying policies and procedures related to budgeting, purchasing, contracts and scheduling or two (2) years experience working in a trade union office or four (4) years experience in a comparable position. College-level courses in office administration, business administration or a related field are desirable.
- Advanced English, spelling, punctuation, grammatical, vocabulary, and proofreading skills
- Advanced operating skills on the computer, including the ability to utilize appropriate software
- Knowledge of the principles, procedures and practices required for data collection, research and reporting operations
- Operational skills on basic office equipment
- Report writing skills
- Keyboarding skill of 50 wpm and 10-key by touch
- Ability to organize, schedule and follow instructions
• Interpersonal and organizational skills necessary to coordinate the workflow of a research department and a field office
• Ability to critically review source data, detect and correct errors

Physical Demands and Working Conditions:
• Repetitive motions and continued standing associated with photocopying, collating and assembling materials for extended periods of time
• Extended routine typing for data entry
• Occasional driving/running errands

Essential Duties:
• Prepares obtained data for import into customized databases
• Gathers information and prepares specialized reports from outside inquiries
• Answers phones
• Utilizes appropriate computer software for database management, word processing and communications
• Types and prepares reports utilizing word processing skills
• Use of 10-key or calculator
POSITION TITLE: ACCOUNTING TECHNICIAN

Job Summary:
The Accounting Technician, under general supervision of the Secretary-Treasurer and/or designee, composes correspondence as well as performs general bookkeeping duties and a variety of tasks that require organization and detailed planning. The Accounting Technician supports the accounting staff to assist in their work. The Accounting Technician must have knowledge of the structure and mission of the California Federation of Teachers.

Duties and Responsibilities:
- Composes correspondence
- Maintains invoice, journal and register, accounts receivable, and accounts payable using specialized computer programs
- Maintains all phases of payroll records
- Maintains membership accounting
- Checks accounts for accuracy; reviews records and source documents to identify sources of discrepancies; and determines corrective entries required to balance accounts
- 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
- Operates computers and electronic calculators
- May process fund reimbursements or other employee claims for reimbursement
- Maintains accounting records and check registers
- Prepares journal entries and makes adjusting and closing entries
- Handles personnel records relating to payroll
- Maintains insurance for all staff and management
- Maintains confidential files relating to payroll
- Prepares Annual Budget under the direction of the Secretary-Treasurer
- Performs other related duties as required

Qualifications:
- An associate of arts degree or its equivalent in office administration, business administration or a related field AND two (2) years of full-time clerical experience applying policies and procedures related to budgeting, purchasing, contracts and scheduling or two (2) years experience working in a trade union office in a comparable position or four (4) years experience in a comparable position. College-level courses in office administration, business administration, or a related field are desirable.
- Basic bookkeeping and accounting knowledge, i.e., journal entries, payables and receivables
- Basic computer skills
- Ability to maintain confidentiality and the ability to coordinate workflow
- Ability to work independently
- Ability to post accounting data rapidly, neatly and accurately
- Ability to maintain accurate accounting records
- Ability to effectively utilize computer equipment and software in the performance of duties
- Advanced English usage, spelling, punctuation and proofreading skills
- Basic knowledge of office equipment
- Interpersonal and problem solving skills
- Keyboarding skill of 40 wpm and 10-key by touch
- Ability to make non-routine decisions

**Physical Demands and Working Conditions:**
- Minimal standing related to photocopying and assembling materials
- Repetitive typing or keying motion

**Essential Duties:**
- Post transactions
- Use of 10-key or calculator
- Performs advanced bookkeeping functions
- Health and welfare benefits, payroll
APPENDIX “C” - VOICE OF THE ELECTORATE (VOTE)
OPEIU LOCAL 29

AUTHORIZATION FOR CHECK-OFF/PLEDGE FOR VOICE OF THE ELECTORATE (VOTE)

To my Employer: ________________________________

I hereby authorize my Employer, ________________________________ (Please print name of Employer) to deduct from my paycheck the following amount: (Check One) [ ] Weekly [ ] Bi-Weekly [ ] Monthly

[ ] 50¢ [ ] 75¢ [ ] $1.00 [ ] Other $______

The amount authorized to be deducted from my paycheck is to be made payable to the Voice of the Electorate (VOTE) Fund and forwarded to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Ave., Sixth Floor, New York, NY 10011.

This authorization is signed by me voluntarily and with the understanding that the Voice of the Electorate (VOTE) Fund will use the money I have authorized to be deducted from my paycheck to make political contributions and expenditures in connection with federal, state and local elections.

__________________________________________  __________________________
(Signature of Employee)                     (Date)

__________________________________________
(Print Name)

__________________________________________
(Home Address)

__________________________________________  __________________________
(City)                  (State)               (Zip)

__________________________________________
(Witness)

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

In the event that the collective bargaining agreement between my Employer and the Union does not provide for payroll deductions for VOTE, I pledge to forward my contributions made payable to the Voice of the Electorate (VOTE) Fund, c/o the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, P.O. Box 1761, New York, NY 10113 in the amount and frequency indicated above.
OPEIU LOCAL 537
CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE ("VOTE")

TO: ________________________________

(Please print name of Employer)

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

_____ $0.25  _____ $0.50  _____ $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 check-off 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                                        Date

_________________________________
Print Name

_________________________________
Home Address

_________________________________
City          State        Zip

_________________________________
Witness                                      Date

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

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Employee Reclassification Process

Positions are classified based on the duties and responsibilities assigned and exercised. As job duties and responsibilities change, the position may warrant reclassification.

Request for reclassification assess for permanent and substantial changes in the job duties and for changes in the scope, nature, variety, and complexity of work performed that are not in the current classification. New duties and responsibilities are to be assigned by the direct supervisor, or immediately be made aware to the supervisor who will determine the appropriate actions that follow. In no instances are new duties and responsibilities to be self-assigned.

The Employee Reclassification Process is used to reassess the work responsibilities of an OPEIU employee. If the job responsibilities of the employee changes and meets all the criteria of another OPEIU position, a reclassification will be granted by CFT.

Initiation Process

If the employee believes their job tasks should be considered for reclassification, the employee must contact their supervisor to initiate the reclassification process.

Employee Reclassification Request Form

Upon contacting the supervisor, the employee will be given an Employee Reclassification Request Form to fill out and submit back to their supervisor upon completion. The form will be used to assess the employee’s current and previous job descriptions, review their current and previous responsibilities, assess the length of time they have performed these new duties, and initiate the reclassification request to be heard by the CFT Executive Committee.

CFT Executive Committee

The employee’s reclassification request will be reviewed for consideration of approval at the earliest Executive Council meeting from the date the request is submitted. A minimum two (2) week lead time from the date of the Executive Council’s meeting is required, otherwise it will be taken up at the following meeting.

Notification

The employee will be formally notified within in five (5) business days from the date of the Executive Council meeting of the outcome by way of memorandum from the Executive Director with a copy placed in their personnel file.

Effective Date

Reclassification will be effective at the beginning of the following pay period from the date the request was submitted.

Appeal Process

All disputes arising out of the CFT Executive Committee’s decision regarding reclassification shall follow the OPEIU grievance procedure.
Employee Reclassification Request Form

Submit Classification Review Request when:
Job responsibilities have changed and the employee:
1) is performing all responsibilities of the job being requested and
2) meets required qualifications

Employee Information
Employee Name: ________________________________

Current Job Title: ________________________________

Requested Job Title: ________________________________

Today's Date: ________________________________

Reason for Reclassification
Describe the reason for requesting reclassification in 3-4 sentences: (such as reorganization, new job duties, vacancy, etc.)

Required Qualifications
Does the employee meet the minimum required qualifications of the requested job?

___ Yes ___ No

Hire Date: ________________________________

Supervisor Information
Supervisor Name: ________________________________

Supervisor Email: ________________________________

Current Job Responsibilities
In 2-4 sentences, describe the primary purpose of the work performed outside of current classification.
Begin each sentence with an action verb (analyzes, develops, researches, coordinates, etc.)
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<th>How Often?</th>
<th>Approximate % of time</th>
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*Please attach OPEIU job description.*