



AGREEMENT
between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Bush, Gottlieb, A Law Corporation

January 1, 2020
to
December 31, 2022



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This Agreement is entered into at Los Angeles, California, on February 24, 2020, between Bush, Gottlieb, A Law Corporation, hereinafter referred to as the “Employer” and Office and Professional Employees International Union, Local 537, hereinafter referred to as the “Union”.

WITNESSETH

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

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole collective bargaining representative with respect to hours, wages and working conditions of all full-time permanent office clerical employees of the Employer, excluding Office Manager, temporary employees and all other employees.

ARTICLE 2 - UNION SECURITY

SECTION 2.1. It shall be a condition of employment that all employees who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing, or continue to tender to the Union initiation fees and periodic dues that are the obligation of the members, and those who are not members on the date of execution of this Agreement, shall on the thirty-first (31st) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees hired on or after date of execution shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

SECTION 2.2. The Employer shall not be required to deduct dues for employees on leave of absence without pay for a period in excess of thirty (30) days, and employees on layoff or otherwise not on the active payroll. Those employees will contact the Union for out of work dues.

SECTION 2.3. For purposes of this Agreement, membership in good standing shall be satisfied by tendering dues and initiation fees uniformly required as a condition of retaining membership in the Union.

SECTION 2.4. Employees required under this Agreement to join and/or maintain membership in the Union and who fail therein are subject to termination in accordance with the following provisions:

(A) The Union shall notify the Employer and the affected employee in writing of an employee’s failure to comply with the provisions of this Article and shall afford each such employee ten (10) workdays after that employee actually received notice in which to comply.

(B) If said employee does not comply with the provisions of this Article within such period, the employee shall be promptly terminated upon written notice of such fact to the Employer from the Union.

(C) An employee terminated under this provision shall be deemed to have been discharged for a cause and the Employer shall not be liable for any wages or any pay claims of any type from such employee for a period following the date of termination. The Union hereby agrees to hold the Employer harmless against all claims, demands, actions or other liabilities, including the Employer's reasonable attorneys' fees that may be made against or incurred by it arising from any action or inaction by the Employer for the purpose of complying with any of the provisions of this Article. At the time of hire, the Employer shall inform each new employee of the existence and provisions of this Collective Bargaining Agreement. The Employer shall also supply new employees with Union membership applications and checkoff authorization cards and, upon completion, shall promptly remit them to the Union. Upon request, the Employer will provide the Union with the name and address of all employees.

ARTICLE 3 - SUBCONTRACTING

All work described in this Agreement or performed by the bargaining unit employees is hereby recognized as bargaining unit work. Bargaining unit work shall not be subcontracted or performed by non-bargaining unit employees.

This Article does not apply to temporary employees or management that may fill-in on an emergency basis or a vacancy that will be filled or to fill when necessary.

ARTICLE 4 - DUES/VOTE CHECKOFF

SECTION 4.1. Dues Checkoff

The Employer agrees to deduct such dues and initiation fees as may be necessary for an employee to remain in good standing as a union member, and remit the aggregate amount to the Union within thirty (30) days following the end of the monthly payroll period, so long as the employee executes an appropriate authorization permitting the Employer to make such deduction.

SECTION 4.2. VOTE

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

A copy of the checkoff authorization to be used for this purpose is attached hereto as Appendix "A".

ARTICLE 5 - PROBATIONARY, TEMPORARY AND REGULAR EMPLOYEES

SECTION 5.1. Upon initial assignment of any employee to a new position, such employee will be informed of the name of their immediate supervisor and the duties to be performed in that position.

SECTION 5.2. All employees are regarded as probationary employees for the first three (3) months of employment. Probationary employees may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

SECTION 5.3. At the close of the probationary period, the employee shall be considered a regular employee, and shall be entitled to all contract benefits from date of employment; except as otherwise provided in this Agreement. Notwithstanding the foregoing, the Union and the Employer may extend the probationary period by mutual agreement.

SECTION 5.4. A temporary employee is one who is hired for a specific project not to exceed four (4) months. Temporary employees may be hired as relief for or replacement of regular employees for periods of sick leave, vacation, or leave of absence. It is further understood that temporary employees may be hired when the workload is increased. All employees must be informed of their status at the start of such temporary employment. If the temporary employee is hired as a regular employee, the probationary period would be satisfied.

All temporary employees who work at least thirty-one (31) consecutive days shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

(A) Any temporary employee shall be paid under the classification for which hired as set forth in Appendix "B", of this Agreement, however, shall not be covered by any other Articles of this Agreement.

(B) The Employer shall give consideration to OPEIU Local 537 members referred or identified by the Union in considering employees for such temporary positions.

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

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

SECTION 5.5. The Employer shall not employ part-time employees to displace a regular full-time employee. A part-time employee is one who regularly works less than thirty (30) hours per week.

SECTION 5.6. Nothing in this Section shall preclude the Employer from reducing the hours of a full-time employee to fewer than forty (40) hours per week if in its judgment full-time hours are not available. Before adjustment is made, the Employer agrees to notify the Union of said changes.

ARTICLE 6 - NONDISCRIMINATION

SECTION 6.1. Nondiscrimination

No employee shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee on account of age, race, color, religious creed, national origin, sex, political opinion and belief, and sexual orientation. It is the policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to age, race, color, religious creed, national origin, sex, political opinion and belief, and sexual orientation.

SECTION 6.2. Sexual Harassment

The Employer and the Union recognize that sexual harassment is a form of discrimination based on sex. The Employer agrees to maintain a written policy explicitly prohibiting any act of sexual harassment, verbal or physical, including sexual derogatory remarks, literature or other material, or other forms of unwanted and unwelcome conduct or contact and to maintain a work environment free from sexual intimidation.

The policy shall explicitly state that proven violations of the policy shall be cause for disciplinary action, and the Employer shall take appropriate disciplinary action for proven violations.

Copies of the policy shall be distributed to all employees of the Employer within one (1) week of the implementation of this Agreement and shall be provided to all new employees upon hiring.

Complaints of sexual harassment shall be processed pursuant to the grievance procedures of the Agreement.

ARTICLE 7 - UNION REPRESENTATION

SECTION 7.1. Access

After notifying the Employer of their presence, representatives of the Union shall have the right to enter the Employer's offices and to contact employees at work with respect to this Agreement, provided that such visitation shall not interfere with work being performed or operations of the office.

SECTION 7.2. Union Stewards

The Employer recognizes the right of the Union to select one (1) Union Steward and one (1) Alternate for when the Union Steward is not on the premises. The Union Stewards shall not transact Union business on work time without the permission of the Employer,

but the Employer will allow Union Stewards adequate work time to investigate employee concerns and process grievances.

SECTION 7.3. Union Bulletin Board

A Union bulletin board shall be provided in a visible site frequented by employees.

ARTICLE 8 - HOURS OF WORK

SECTION 8.1. Work Week

The regular workday shall consist of seven and one-half (7½) hours. The regular workweek shall consist of five (5) workdays from Monday through Friday. The working hours for each employee shall normally fall between 8:00 a.m. and 6:00 p.m. Flexible hours may be arranged upon agreement with the Employer. If an employee is late arriving to work in the morning or leaves early, the Office Manager upon presentation of a written request by the employee, has discretion of permitting the employee to make up all or part of the time lost later that same week up to a maximum of three (3) hours in one week pursuant to Section 513 of the Labor Code but not more than ten (10) hours per year. The discretion given to the Office Manager in this regard shall not be construed as an excuse for tardiness.

SECTION 8.2. Rest and Meal Periods

Employees shall be allowed a ten (10) minute rest period during each continuous four (4) hours of work or majority portion thereof. Any employee in any given four (4) hour period who has not received their ten (10) minute break, whether by, for example, physically leaving their desk, making personal calls, or tending to other personal matters, must immediately notify the Administrator by email (or, if the Administrator is not available, a managing partner). Employees are responsible for, and required to track, their own break time on a daily basis. Any employee covering the reception desk for any given four (4) hour period shall receive a ten (10) minute break away from the desk.

Employees shall be entitled to a one (1) hour meal period during each continuous six (6) hours of work. An employee who is required by the Employer to work through the lunch hour will be compensated at overtime rates for such work and will be provided with a meal. Employees must receive permission to work through lunch by the Administrator, or the attorney assigning the additional work, or by a managing partner. It is the employee's responsibility to advise management if they need assistance. Under normal circumstances, permission will be granted via email. All overtime must be approved in advance. When an employee is required to work three (3) overtime hours beyond the normal workday, the employee will be paid one (1) additional hour for dinner. When an employee is required to work five (5) hours overtime on a weekend, the employee will be paid one (1) additional hour for a meal break. When making up time, which must be approved in advance by management, the employee must still take their thirty (30) minute meal break.

When an employee is required to begin work less than twelve (12) hours after ending the previous day's work, all hours from the beginning of the second day's work until twelve (12) hours after the end of the last shift shall be considered overtime and shall be paid at one and one-half (1½) times the hourly rate.

SECTION 8.3. Overtime

All time worked in excess of thirty-seven and one-half (37½) hours in a work week (Monday through Sunday) shall be considered overtime and shall be given to the employee in the form of wages. In calculating the number of hours worked, sick leave hours shall not be considered as time worked. In addition, all hours actually worked in excess of nine (9) hours in a day shall be considered overtime notwithstanding the total hours worked in the week. The Employer will make every effort to avoid mandatory overtime; such efforts shall include soliciting volunteers and planning in advance, etc. In the event mandatory overtime is unavoidable, the employee(s) will be notified as far in advance as possible.

If an employee is "on call" on a weekend, it shall be the responsibility of the Office Administrator or Partner requesting the overtime to notify employee by noon of that day if they are no longer needed, or employee will be paid for a minimum of four (4) hours at one and one-half (1½) times pay rate.

SECTION 8.4. Rates of Overtime

Overtime shall be paid at the rate of time and one-half (1½) of the employee's regularly hourly rate. Overtime performed on Sundays or holidays where such work is mandatory or on Sundays when the employee has also worked on Saturday, or for work performed in excess of twelve (12) hours in any workday will be paid for at the rate of two (2) times the regular rate. Any overtime for which the employee is to be compensated in the form of wages will be paid on the paycheck following the pay period in which the overtime was earned. Any employee required to work mandatory Saturday or Sunday work shall be paid for no less than four (4) hours.

SECTION 8.5. Overtime Travel Expense

When overtime requires an additional trip to or from the office, travel expenses of an amount equal to the maximum mileage rate allowed by the IRS will be paid to the employee.

SECTION 8.6. Authorization of Overtime

Overtime is subject to authorization by a Partner or the Office Manager. employees must receive authorization for overtime in advance of working the overtime.

SECTION 8.7. Calculating Hourly Rate

In calculating an employee's hourly rate for purposes of determining the proper overtime rate, the employees' annual salary will be divided by the weeks of the year and by thirty-seven and one-half (37½) hours per week.

ARTICLE 9 - WAGES AND PREMIUM PAYMENTS

SECTION 9.1. Wage Rates

Effective January 1, 2020, a three and one-half percent (3.5%) wage increase for all current employees, who have completed at least six (6) months service, and classifications.

Effective January 1, 2021, a three percent (3%) wage increase for all current employees, who have completed at least six (6) months service, and classifications.

Effective January 1, 2022, a two and one-half percent (2.5%) wage increase for all current employees, who have completed at least six (6) months service, and classifications.

SECTION 9.2. Minimum Scales

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

SECTION 9.3. Christmas Bonus

All employees with at least one (1) year of service will receive an additional check equivalent to one (1) week's normal earnings on the payday preceding Christmas. All non-probationary employees with less than one (1) year of service will receive an additional check equivalent to one-half (½) week's normal earnings on the payday preceding Christmas.

SECTION 9.4. Paycheck Availability

Direct deposit is available to employees. If an employee does not have direct deposit, employees will have paychecks available by noon on payday. Employees may request their paycheck before a scheduled vacation as long as one (1) week's written notice is given to the Employer.

SECTION 9.5. Bilingual Differential

A twenty dollar (\$20.00) per month bilingual bonus is to be paid to employees, other than secretaries, who are required by the Employer on a regular basis to interpret a foreign language during the course of employment. Reception work involving brief translation shall not be considered to qualify for this differential.

SECTION 9.6. Reimbursements

Reimbursements for authorized expenditures incurred on behalf of the Employer and turned in shall be made to the employee within seven (7) business days.

SECTION 9.7. Travel

Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee’s motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide the proper insurance coverage based on the minimum state requirements. Employees must verify that they have current auto liability insurance and a valid CA driver’s license.

ARTICLE 10 - SENIORITY

SECTION 10.1. Seniority Defined

Seniority is defined as the length of continuous service with the Employer dating from the regular employee’s last date of hire, less that portion of an unpaid absence that exceeds thirty (30) days.

SECTION 10.2. Application

Layoff and recall within the unit shall be governed by consideration of seniority where skill, ability and experience with the Employer are substantially equal.

ARTICLE 11 - HOLIDAYS

SECTION 11.1. Holidays Observed

All employees shall be allowed the following holidays with pay:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Veterans Day
Presidents’ Day	Thanksgiving Day
Cesar Chavez	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 11.2. Holidays Falling on Non-Workdays

When an authorized holiday falls on Sunday, the following Monday shall be recognized and observed as the holiday. If the holiday falls on Saturday, the preceding Friday will be observed as the holiday.

SECTION 11.3. Holidays Worked

An employee working on a holiday shall receive regular holiday pay in addition to payment of one and one-half (1½) times the regular rate of pay for hours worked on the holiday. Employees working on a holiday shall be paid for no less than four (4) hours.

ARTICLE 12 – PAID TIME OFF (PTO)

SECTION 12.1. General Provisions

PTO shall be calculated from inception of employment and allocated on a quarterly basis on the first of the quarter at the following rate:

Months	Vacation	Sick	Floating 91 st Day	Total
0 – 12	*See below	10 days	2 days	12 days 3 days/quarter
12 – 24	10 days	10 days	2 days	32 days 8 days/quarter*
24 – 60	15 days	10 days	2 days	27 days 6.75 days/per quarter
60 +	20 days	10 days	2 days	32 days 8 days/quarter

**New employees do not receive vacation time until completing 12 months of continuous service. However, employees may request to use up to 5 days after completing 6 months of employment. The Employer shall have the right to exercise its discretion to grant any or all of the days requested prior to the completion of the initial 12 month period. If any of the 5 discretionary days are used during the first year of employment, the amount allocated each quarter during 12-24 months will be reduced by that amount.

SECTION 12.2. Pay Upon Termination

Upon termination, a permanent employee shall be paid a prorated portion of all accumulated unused PTO.

SECTION 12.3. Carry Over

No carry over from prior years. All accumulated unused PTO through the quarter preceding the anniversary date will be automatically cashed out the paycheck following the anniversary date.

SECTION 12.4. Requests and Scheduling

PTO shall be taken at a time mutually agreed upon by the employee and Employer, except mutual agreement is not required in cases of illness.

An employee's request for PTO must be submitted to the Office Manager in writing on the fully completed approved form, with confirmation by email. The Office Manager will be responsible for responding to the request, including soliciting attorney approval, subject to workload and staffing needs. If the written request is not denied within seven (7) business days following the date of email confirmation to the Office Manager, and if the employee is entitled to the number of vacation days requested, the request will be deemed approved.

If the request is denied, the Office Manager will give the reason(s) in writing. Where two (2) or more employees have requested the same vacation period, overall seniority applied by classification shall prevail. However, there shall be no bumping for vacation periods which have already been approved.

Management will provide a monthly accounting of employees' earned PTO preferably with month-end paycheck.

SECTION 12.5. Integration

If an employee is eligible for State Disability Insurance benefits (SDI), Employer-paid sick leave and/or PTO shall be reduced by the amount of the SDI benefit the employee is eligible to receive. The reduced amount of sick leave and/or PTO payment shall then be charged against the employee's earned allowance of sick leave and/or PTO. If an employee is eligible for Workers' Compensation Insurance payments, the same method of integration shall apply.

SECTION 12.6. Documentation

The Employer may require medical documentation of illness for the following:

- 1) After the first PTO day taken the day before or the day following a holiday, medical documentation will be required for any subsequent PTO day taken the day before or the day following a holiday, within any twelve (12) month period;
- 2) Calling out sick three (3) or more days; and/or
- 3) A pattern of abuse

SECTION 12.7. Bonus

On the paycheck following the employee's anniversary date, the employee shall receive fifty (\$50.00) dollars for each day less than ten (10) PTO days not used during the immediate twelve (12) months provided that the employee has not used more than fifty (50%) percent of their make-up time.

ARTICLE 13 - BEREAVEMENT LEAVE

An employee shall receive three (3) days of PTO in order to attend funeral arrangements and related matters because of the death of the employee's spouse or significant other, parent, child, grandparent, brother, sister, or grandchild. Employees shall receive an additional two (2) days of paid time off when the funeral is five hundred (500) miles distance from the employee's home.

ARTICLE 14 – JURY DUTY

Because we believe in good citizenship and jury duty is a vital part of that citizenship and a recognized civic duty, when an employee is absent from work in order to serve as a juror in response to a jury summons, the employee shall be paid one hundred percent (100%) of his/her regular salary for those hours for which absent from work during the

regular workday or regular work week up to a maximum of ten (10) working days during the three (3) year term of this agreement. The employee will submit verification to the Employer for all hours and/or days spent on jury service. The employee will inform the court that service exceeding the aforementioned ten (10) days would be a hardship on the Employer.

No more than five (5) days may be used during any calendar year during the term of this agreement.

ARTICLE 15 - HEALTH AND WELFARE

SECTION 15.1. Health Insurance

Employer will provide the bargaining unit with the same eligibility, terms and benefits on the same group plan as attorneys and management employees.

Employer will provide employees with a minimum one (1) month notice if there are to be any changes in policy, including changes in deductibles, or if any charges incurred in new policy year will be applied to the deductible.

SECTION 15.2. Kaiser Option

The Employer will continue to provide a Kaiser option to employees that are employed by the Employer as of April 1, 2013 only. Kaiser will no longer be offered to new employees, employees currently not on Kaiser, or new dependents for employees who are currently insured as individuals. The Employer shall pay the full cost of all premiums for the Kaiser Option for employees and their dependents. In addition, with the current twenty dollar (\$20.00) co-pay, Kaiser Plan, the Employer will reimburse employees for qualified out-of-pocket expenses incurred between the one thousand five hundred dollars (\$1,500.00) and the two thousand five hundred dollars (\$2,500.00) out-of-pocket maximum for an individual and the two thousand five hundred dollars (\$2,500.00) and the five thousand dollars (\$5,000.00) out-of-pocket maximum for a family per calendar year. Employees are responsible for submitting these bills to the Employer for payment or reimbursement of qualified expenses as well as proof that they have met the first one thousand five hundred dollars (\$1,500.00) and/or the two thousand five hundred dollars (\$2,500.00) of the out-of-pocket maximum prior to being reimbursed.

SECTION 15.3. Dependent Coverage

The Employer under both the health and dental plans shall further pay the costs of coverage for the employee, the employee's spouse and the employee's dependent children under the above health plans.

SECTION 15.4. Dental Plan

The Employer shall pay into the Office and Professional Employees Locals 30/537 Health and Welfare and Dental Fund, the sum of sixty-five dollars (\$65.00) dollars per month on behalf of each regular full-time employee coming under the jurisdiction of this Agreement.

Eligibility will be based upon passing the probationary period. The Employer will pay increases in the premium rates applied to all employers in an amount not to exceed three percent (3%) per year.

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

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

SECTION 15.5. Life Insurance Coverage

Employees shall receive life insurance coverage in the amount of at least ten thousand dollars (\$10,000).

SECTION 15.6. Disability Insurance Policy

The Employer shall maintain a disability insurance policy which provides for at least sixty percent (60%) of the employee's monthly salary after the employee's first ninety (90) days of disability up to age sixty (60).

ARTICLE 16 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 16.1. The Employer shall not discipline or discharge any employee except for just and sufficient cause and shall not discriminate against employees because of their Union activities.

Certain offenses are not subject to progressive discipline because of their nature and, in particular, their degree of seriousness. These include, but are not limited to, insubordination which is defined as: "failure by the employee to carry out a direct order" (excluding orders that are either illegal or unsafe); theft, violence, fraud, unauthorized disclosure or transmission of confidential information, software, or documents; willful violation of the Employer's written policies and procedures, as periodically updated and that have been provided in writing to all employees; and other offenses of a serious character.

SECTION 16.2. The Employer shall advise the employee in writing of the discharge and the reasons thereof. A copy shall be provided to the Union.

SECTION 16.3. The Union shall have the right to question the propriety of any action on the part of the Employer that results in the dismissal or discipline of any employee as herein provided in the grievance procedure including arbitration.

SECTION 16.4. Any employee who has been suspended or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages unless the Union and Employer or the arbitrator determine otherwise.

SECTION 16.5. For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established, as follows:

First Violation	Verbal warning (memorialized in writing)
Second Violation	Written warning
Third Violation	Written notice and five (5) days' suspension without pay
Fourth Violation	Termination

Employees shall be given an opportunity to read, sign, and answer all Second and Third Violation before placement of such material into their personnel file, and copies of all Second and Third Violation notices shall be mailed to the Union. Copies of First Violation notices will not be provided unless requested in writing by the Union. Such warnings shall not be subject to the grievance and arbitration process at the time of their issuance. Individual warnings shall be removed from the employee's personnel file upon written request of the employee after twelve (12) months of the issuance of that particular warning if there is no related discipline in the interim.

ARTICLE 17 - PARKING

The Employer agrees to provide adequate free parking for all employees within a reasonable distance from the office.

ARTICLE 18 - RETIREMENT PLAN

The Employer shall establish a qualified 401(k) plan. The Employer shall contribute three and one-half percent (3.5%) of the employee's gross earnings for each pay period into the account of each employee who has completed at least one (1) year of service.

The employee will be permitted to make his/her own contributions into the 401 (k) plan to the maximum amount permitted by law, but the Employer shall have no obligation to make any matching contribution.

ARTICLE 19 - GRIEVANCE AND ARBITRATION

SECTION 19.1. Any disputes, claims or complaints arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

(A) Informal discussions and attempts at corrective changes will be conducted by the employee, a Union representative, and a person designated by the Employer, as relevant to the dispute, claim, or complaint prior to initiating the grievance process and will be considered Step 1 of the process.

(B) The grievance must be submitted in writing to the Employer or the Union, as the case may be, within ten (10) working days after the facts or events giving

rise to the grievance occurs, unless circumstances beyond the control of the party submitting the grievance prevent such filing.

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

(D) The Employer and the Union mutually agree that State or Federal Mediation and Conciliation Services (FMCS) can be utilized to effectuate resolution of dispute at no cost to the parties, prior to proceeding to arbitration. If either party invokes mediation the other party will cooperate in good faith in the mediation process.

SECTION 19.2. (A) The Arbitrator shall be selected from a list of odd-numbered names. Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted Arbitrator. Alternatively, the parties may mutually select an Arbitrator independent of any panel obtained through FMCS.

(B) In the event one of the parties chooses not to participate under this Article after due notice and opportunity to participate, the remaining party shall unilaterally select, the Arbitrator from a FMCS panel of Arbitrators, and the Arbitrator shall proceed ex parte. In any event, the Arbitrator, with due notice to the non-participating party, shall consider the issue at the earliest convenience and render a decision based on appropriate evidence.

(C) The Arbitrator's decision shall be final and binding on all parties, but the Arbitrator shall not have the authority to amend, revise, modify, nullify, or otherwise change the terms and provisions of the Agreement. The cost of the Arbitrator, if any, shall be equally shared.

ARTICLE 20 - SAFETY

SECTION 20.1. Safe Working Conditions

The Employer agrees to abide by all provisions of the State and Federal Occupational Health and Safety Acts.

SECTION 20.2. Technological Changes

In the event of proposed technological changes, such as the introduction of software, data processing equipment, computers, or other office machines, the Employer agrees to discuss such changes with the Union Representative and a secretary; this secretary will serve on the Tech Committee and will have a right of consultation on behalf of all secretaries in the unit, prior to implementation, subject to final decision by the Employer. Secretarial participation in the Tech Committee will not include discussion of financial issues pertaining to proposed technological changes. Employee safety concerns will be an important factor in the Employer's ultimate decision.

SECTION 20.3. Air Quality

Testing of the air quality in the suite of offices occupied by Bush, Gottlieb, A Law Corporation shall be investigated by the Employer.

ARTICLE 21 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Union, its officers, or representatives shall not authorize, cause, sanction, engage in, or assist in any slowdown, work stoppage, strike, or picketing against the Employer. In the event an employee engages in any such activity during the term of this Agreement, the Employer may take appropriate disciplinary action against the employee.

During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

ARTICLE 22 - LABOR/MANAGEMENT MEETINGS

The parties agree to meet regularly to address and resolve issues of mutual concern.

Either party may request such meeting and shall notify the other party at least one (1) week in advance of the proposed meeting date.

ARTICLE 23 - TRAINING AND PERFORMANCE REVIEWS

- 1) All employees shall be guaranteed necessary and appropriate training on any new software or automation.
- 2) All permanent employees shall receive a performance evaluation within one (1) month of their anniversary date with written notice.

ARTICLE 24 - DIGNITY

The Employer and the Union agree that courtesy in communications is an essential element of a harmonious work environment. To that end, supervisory, management and exempt employees, as well as bargaining unit employees, are expected to treat each other, as well as clients of the firm, regardless of position or profession, with dignity, respect, courtesy and trust.

ARTICLE 25 - VALIDITY

Should any portion of this Agreement or any provision contained herein be rendered or declared invalid by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portion hereof, which shall remain in full force and effect.

ARTICLE 26 - MISCELLANEOUS PRACTICES AND POLICIES

SECTION 26.1. The Employer has at times permitted employees to leave work early the day before an agreed upon holiday, without loss of pay. The Employer reserves the right to determine in its sole discretion whether to continue this practice with respect to any particular holiday, or any holiday, and reserves the right, solely within its discretion, to determine the amount of time employees are permitted to take off the day before an agreed upon holiday.

SECTION 26.2. The Employer has exercised the right, under the Agreement, to utilize temporary staff. The time served as a temporary employee is not counted toward satisfying the probationary period, should the Employer elect to hire the temp as a probationary employee.

ARTICLE 27 - DURATION

This Agreement shall be in full force and effect from January 1, 2020 through December 31, 2022, and shall be renewed from year to year thereafter, unless either party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by December 31, 2022, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until a successor agreement is negotiated.

FOR THE EMPLOYER:

Bush, Gottlieb, A Law Corporation

FOR THE UNION:

OPEIU Local 537

David Ahdoot
Managing Partner

Lynnette T. Howard
Business Representative

Date

Date

LTH:mm
OPEIU#537/afl-cio,clc

APPENDIX "A" - WAGES

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

The following classifications are considered to be bargaining unit classifications and covered by this Agreement:

Effective January 1, 2020	
Classifications (Experienced)	Minimum Wages Per Week
General Office Clerk	\$650.00
Junior Assistant - 0-2 years	\$650.00
Legal Assistant - 3-6 years	\$850.00
Legal Assistant - 7-10 years	\$1,000.00
Legal Assistant - 10-15 years	\$1,250.00
Bilingual Junior Assistant - 0-2 years	\$700.00
Bilingual Legal Assistant - 3-6 years	\$950.00
Bilingual Legal Assistant - 7-10 years	\$1,250.00
Bilingual Legal Assistant - 10-15 years	\$1,500.00

APPENDIX "B" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE)

TO:

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

[] \$.25 [] \$.50 [] \$1.00 [] other (check one),

[] weekly [] bi-weekly [] monthly (check one).

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

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

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

Signature

Print or type name

Home Address

City

State

Zip

Date

Witness

MAIL TO: VOICE OR THE ELECTORATE (VOTE)
c/o OPEIU LOCAL #537
3229 E. Foothill Blvd.
Pasadena, CA 1107