

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**UNIVERSITY OF SOUTHERN CALIFORNIA**

**and**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
LOCAL 30, AFL-CIO**



**(Expires on June 30, 2020)**

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## AGREEMENT

### **PREFACE**

This Agreement is made and entered into by and between the UNIVERSITY OF SOUTHERN CALIFORNIA (referred to herein as "Employer") and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30, AFL-CIO (referred to herein as "Union").

It is the intent and purpose of the parties hereto to promote harmonious relationships between the Employer and its employees, and to set forth herein the agreement reached covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. The Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement.

### **ARTICLE 1 --RECOGNITION AND SCOPE OF AGREEMENT**

In accordance with the certification issued by the National Labor Relations Board dated May 6, 1974, in Case No. 31-RC-2685, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees on its payroll in the following bargaining unit:

**INCLUDED:** All Library Assistants employed in the Employer's libraries in Los Angeles County.

**EXCLUDED:** All other employees, professional employees, students, managerial employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

### **ARTICLE 2 --MANAGEMENT**

2.1 The Employer retains, solely and exclusively, all the rights, powers and authority which it exercised or possessed prior to the execution of this Agreement, except as specifically abridged by an express provision of this Agreement.

2.2 Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: To manage, direct and maintain the efficiency of its business and personnel; to manage and control its departments, buildings, facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge, and maintain the discipline and efficiency of its employees; to layoff employees; to establish work standards, schedules of operation and work load; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to schedule and change working hours, shifts and days

off; to adopt rules of conduct and safety rules, and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services, to determine the location and relocation of facilities; and to effect technological changes.

2.3 The Employer agrees to notify employees of changes in their job descriptions.

2.4 It is the responsibility of the Employer, in consultation with the Union, to establish and maintain a program to train employees in the professional skills necessary to perform their job duties. It is the responsibility of the Employer to provide and grant equal access to such training to all employees. It is the responsibility of the employee to participate in the pertinent training sessions and to use the acquired skills in the performance of their job duties.

2.5 Supervision is defined as the act of hiring, firing, demoting, promoting or effectively recommending such actions for other employees. Union employees shall not be required to perform these actions as they relate to other union employees.

### **ARTICLE 3 --WORK STOPPAGES**

3.1 (a) During the term of this Agreement neither the Union nor its agents or representatives, nor any employees, individually or collectively, shall call, support, or participate in any strike, work stoppage, picketing, sit-down, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of goods to or from the Employer's premises.

(b) The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to arbitration; or (ii) such conduct is in protest of an alleged violation of any state or federal law. The prohibitions of this Section shall also apply whether or not the prohibited conduct is caused by (i) dispute with the Employer, (ii) sympathy for non-unit employees' (either employees of the Employer or employees of any other employer) dispute with the Employer or any other employer, or (iii) any other reason, including, but not limited to, political protest, civil rights protest, consumer protest, or environmental protest.

(c) If any conduct prohibited by this Section occurs, the Union shall immediately take all steps necessary to terminate such conduct.

3.2 Any employee who participates in any activity prohibited by Section 3.1 shall be subject to discharge or such lesser discipline as the Employer in its discretion shall determine; provided, however, that such employee shall have recourse to the grievance and arbitration procedure of this Agreement as to the sole questions of whether s/he in fact participated in such prohibited activity.

3.3 The Employer and the Union shall be entitled to all appropriate remedies, including, but not limited to, injunctive relief and damages, if Sections 3.1 or 3.4 are violated, without prior resort

to the grievance and arbitration procedure of this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to arbitration.

3.4 There shall be no lockout of employees by the Employer during the term of this Agreement.

#### **ARTICLE 4 --SENIORITY**

4.1 As used in this Agreement, there are three (3) separate seniority lists:

(a) Seniority List one (1) is an employee's length of continuous service with the Employer.

(b) Seniority List two (2) is an employee's continuous length of time within the Library Assistant Series.

(c) Seniority List three (3) is a subset of Seniority List two (2) and is the employee's length of continuous service within current classification. During the term of this Agreement, the classifications shall be:

Library Assistant  
Senior Library Assistant

(d) Continuous service shall mean the employee's continuous employment by the Employer, less any unpaid absences from work in excess of thirty (30) calendar days.

4.2 (a) In the event of a non-temporary lay-off from any or all of the three (3) units (units defined as: Central Library System, Health Sciences Libraries, Law Library), the decision as to which employees shall be laid off will be made by the Employer based on the following factors: demonstrated knowledge, skills and abilities. Where the Employer determines that these factors are relatively equal, then the decision will be made using Seniority List three (3), and the employee(s) with the least total Library Assistant Series seniority within the particular unit affected shall be the first to be laid off. The number(s) of employees and the choice of classification(s) shall be at the sole discretion of the Employer. There shall be no bumping from one unit to another unit.

(b) Where there is a conflict between other agreements involving specially funded positions or projects mandating staffing levels, and where the performance of such other agreements require staffing which may conflict with the seniority provisions of this agreement, the seniority provisions of this agreement shall not apply. Relevant portions of such other agreements should be provided to the Union at the Union's request.

(c) An employee who is subject to a permanent layoff shall receive at least two (2) weeks prior written notice, unless such layoff was not reasonably foreseeable, and shall receive all unused vacation.

(d) After layoff, an employee, who within one (1) year is rehired to the same classification, shall receive no less than his/her salary at the time of layoff. If an adjustment has been made to those within the classification, the rehired employee shall also receive the adjustment.

4.3(a) An employee shall be considered a probationary employee for the first ninety (90) calendar days from the date of (i) hire or (ii) transfer from another library assistant position (the transfer being the result of an employee's request for transfer or by selection of the employee who has applied for an open position) whether or not that position is at the same or different level of Library Assistant classification; provided, however, that the probationary period may be extended for a period not to exceed ninety (90) additional days for a new hire if the ninety (90) day period is not sufficient to assess the employee's performance. The probationary period shall be extended by the employee's time off due to illness or other reasons in excess of three (3) days.

(b) A probationary employee shall have no seniority rights, but shall acquire seniority from his date of hire upon completion of his/her probationary period.

4.4 An employee's seniority shall be lost for any of the following reasons:

(a) If the employee quits and is not rehired within six (6) months.

(b) If the employee is discharged.

(c) If the employee when on layoff fails to return to work within three (3) working days after having been notified by the Employer by certified mail, return receipt requested, sent to the employee's last known address, to return to work.

(d) Layoff for six (6) consecutive months.

(e) If absent from work, failure to contact the Employer within two (2) working days regarding the reason for such absence.

(f) If an employee does not report for work upon expiration of a leave of absence or obtain written approval for an extension of the leave of absence from the employer. The extension and original time combined shall not exceed six (6) months.

4.5 Schedule B employees as defined in Article 26.2, shall accrue seniority on a pro-rated basis.

## **ARTICLE 5 --TERMINATION AND DISCIPLINE**

Employees may be discharged or disciplined for just cause; provided, however, that probationary employees may be discharged or disciplined at the Employer's discretion.

## **ARTICLE 6 --GRIEVANCE AND ARBITRATION PROCEDURE**

6.1 A grievance is defined as any complaint or dispute as to the interpretation or application of a specific provision of this Agreement.

6.2 Grievances filed by employees or by the Union shall be processed in accordance with the procedure set forth below:

### **STEP 1**

The grievance must be presented orally to the employee's immediate supervisor in an effort to resolve the grievance informally. Presentation to the immediate supervisor, must occur prior to filing of a written grievance in Step 2. (In the case of discharge, Step I shall be omitted.)

### **STEP 2**

In order for the grievance to be considered further, within fifteen (15) calendar days after the occurrence on which the grievance is based, the grievance must be presented in writing to the Library Director, or his/her designee, of the unit in which the grievance arose. The written grievance must allege the violation of a specific provision of this Agreement and set forth in detail all grounds upon which such allegation is based. The parties shall meet in an attempt to resolve the grievance within ten (10) calendar days after the Employer's receipt of the written grievance. The Library Director, or his/her designee, shall respond to the grievance in writing within ten (10) calendar days after such meeting. Such response shall set forth the reasons for the Employer's position.

### **STEP 3**

If the grievance is not resolved in Step 2, the Union shall have ten (10) calendar days after receipt of the Employer's Step 2 response in which to notify the Employer in writing that it intends to take the grievance to arbitration.

6.3 If the Employer wishes to file a grievance, it shall be mailed in writing to the Union within ten (10) calendar days after the occurrence on which the grievance is based. Such written grievance shall describe the occurrence and set forth the specific provision of this Agreement upon which it is based. The parties shall meet in an attempt to resolve the grievance within ten (10) calendar days after the Union's receipt of the written grievance. The Union shall respond to the grievance in writing within ten (10) calendar days after such meeting. If the grievance is not resolved, the Employer shall have ten (10) calendar days after receipt of the Union's written response in which to notify the Union in writing that it intends to take the grievance to arbitration.

6.4 The following procedure shall apply if a grievance is taken to arbitration:

(a) If the parties are unable to agree on an impartial arbitrator, they shall, within ten (10) calendar days of mailing of the notice of intent to take the grievance to arbitration, jointly submit to the Federal Mediation and Conciliation Service a request for a list of five (5) arbitrators.

(b) The parties shall meet within five (5) calendar days after receipt of said list for the purpose of attempting to select one of the individuals named therein. If they are unable to do so, the party which requested arbitration shall strike two (2) names from said list. The other party shall then strike two (2) names. The individual whose name remains shall be the arbitrator.

(c) A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which both parties shall be allowed to present their respective positions, evidence and arguments.

(d) The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on any affected bargaining unit employee. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, if any, whichever is later.

(e) The arbitrator shall have no authority (i) to amend, modify, change, add to, or subtract from any provision of this Agreement; (ii) to base any decision on any practice or custom which is inconsistent with any provision of this Agreement; or (iii) to render an award on any grievance occurring before the effective date, or after the termination date, of this Agreement.

(f) The fees and expenses of the arbitrator shall be borne equally by the parties. The Employer shall make facilities available for the hearing without cost to the Union.

(g) This arbitration procedure shall only apply to matters that qualify as a "grievance" as that term is defined in paragraph 6.1, above. All other disputes between an employee and the Employer shall be covered by any pre-dispute arbitration program implemented by the Employer under Article 27.2, and the Union shall have no obligation to represent or assist employees in connection with such matters.

6.5 The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer. If a grievance is not processed within the time limits and in accordance with the procedural requirements set forth in this Article, the grievance shall be considered waived. If a party fails to respond to a grievance within the time limits set forth in this Article, the other party may appeal the grievance immediately to the next step.

#### **ARTICLE 7 --NONDISCRIMINATION**

Both the Union and the Employer are committed to an environment free from discrimination based on age, color, disability, national origin, religion, race, sex, sexual orientation, or union membership or activities.



## **ARTICLE 8 --WAGES**

8.1 The starting straight-time wage rates for the job classifications in the bargaining unit during the term of this Agreement are set forth in Appendix "A," attached hereto. The Employer may in its discretion pay a newly hired employee at a rate higher than the specified starting wage rate for the job classification.

8.2 All employees will participate in the pay for performance merit increase process on the same terms and conditions as non-exempt staff employed in the libraries who are not covered by this Agreement. See Appendix D for details.

8.3 If an employee's wage rate after the increase(s) provided in section 8.2 is not equal to or greater than the starting rate for his/her classification as set forth in Appendix "A," then the employee shall receive an additional special, one-time adjustment up to that starting rate.

8.4 If an employee is promoted from Library Assistant to Senior Library Assistant during the term of this Agreement, then he/she shall receive an increase to the starting rate for that classification or 5% above his/her wage rate at the time, whichever is greater.

## **ARTICLE 9 --HOURS AND OVERTIME AND SHIFT DIFFERENTIAL**

9.1 Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per week, or of days of work per week.

9.2 (a) All hours worked in excess of eight (8) per workday or forty (40) per workweek shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay. Notwithstanding the foregoing, the Employer may institute a regular week of work of up to four (4) working days of up to ten (10) hours each in which case all provisions of this Article shall apply except that no overtime shall be paid for the ninth (9th) and tenth (10th) hours of work in any of the four (4) working days. Should the Employer adopt such a week of work or any other variable or flexible schedule, the employees covered by this Agreement shall be entitled to vacation and sick leave accruals based upon a formula that will provide them with the prorated equivalent annual vacation and sick leave allowances that are currently provided under Article 11 (Vacations) and Article 12 (Paid Sick Leave) of this Agreement.

(b) All hours worked in excess of twelve (12) per workday shall be paid at the rate of two (2) times the employee's regular rate of pay.

(c) "Workday" means any consecutive twenty-four (24) hours beginning at the same time each calendar day.

(d) "Workweek" means any seven (7) consecutive days, starting with the same calendar day each week. "Workweek" is a fixed and regular recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. "Workweek" for this Agreement shall have the same beginning day and time as the Employer's workweek, and if the Employer

should change its beginning day and time, the beginning time and day of workweek for this Agreement shall be so changed.

9.3 (a) A shift differential will be paid to employees who are assigned to work on a temporary basis the hours between 7 p.m.-7:30 a.m. Temporary basis is defined as ninety (90) days or less.

(b) The shift differential rate shall be \$1.00 per hour worked.

(c) The Employer shall, in its scheduling practices, make every effort to accommodate the employee's personal needs. The employee shall make every effort to adjust to the Employer's scheduling needs. Assignments will be made on the basis of reverse seniority.

(d) An employee who is assigned to or is hired for a permanent schedule which falls during shift differential hours, shall not be paid a shift differential.

9.4 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

9.5 Except for rest periods, only hours actually worked shall be considered hours worked for purposes of computing overtime.

9.6 Each employee shall receive one (1) fifteen (15) minute rest period with pay per four (4) hours or major fraction thereof worked. An employee whose total daily work time is less than three-and-one-half (3.5) hours shall not receive a rest period. Rest periods must be taken regularly each day and may not be accrued, combined together, or combined with lunch.

## **ARTICLE 10 --HOLIDAYS**

10.1 Full time Schedule A and term contract employees, and part time Schedule B employees, as defined in Article 27, shall receive following paid holidays:

New Years Day  
Martin Lutheran King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day

In addition to the holidays specified above, eligible employees covered by the Agreement also shall receive any "Winter Recess" or other University holidays that may be designated by the University from time to time for employees not covered by the Agreement. Winter Recess

holidays may be granted by the University in its discretion, and when granted, generally will be the regular workdays between the Christmas Day and New Years' Day holidays.

10.2 Any holiday which falls on a Saturday or Sunday shall be observed on either the preceding Friday or the following Monday, at the Employer's option.

10.3 Holiday pay for eligible employees for holidays not worked shall be the number of hours the employee is regularly scheduled to work times the employee's straight time hourly rate pay at the time.

10.4 Eligible employees who work on a holiday shall be paid, in addition to such holiday pay, at his/her straight time rate for all time worked on the holiday.

10.5 To be eligible for holiday benefits, an employee must: (i) have earnings in the same workweek; and (ii) have worked his/her last scheduled shift prior to, and his/her next scheduled shift following the holiday, or have been on vacation or previously authorized absence unless his/her failure to do so is the result of a verified medical emergency or a death in the family.

10.6 An employee who is scheduled to work on a holiday and fails to work as scheduled shall not be eligible for holiday pay unless his/her failure to do so is the result of a serious medical emergency or a death in the family.

10.7 The Employer may require an employee returning from sick leave, or unpaid medical leave to obtain a doctor's certificate or a medical release stating that the employee medically is able to return to work.

10.8 An employee shall not be eligible for holiday pay with respect to holidays which fall during any unpaid leave of absence or unpaid sick leave.

10.9 If a holiday occurs during an eligible employee's paid vacation, s/he shall receive an extra day off with pay at his/her straight time rate.

10.10 If a holiday occurs on an eligible employee's scheduled day off, s/he shall receive another day off with pay at his/her straight time rate.

## **ARTICLE 11--VACATIONS**

11.1 The bargaining unit employees shall receive paid vacations as designated on a University-wide basis by the President of the University, but in no event shall they receive less than the vacation benefits set forth in subparagraphs (a), (b), and (c) below.

(a) First through fourth year of continuous service as a benefits-eligible employee at the rate of one (1) working day per month = 12 working days per year, to a maximum of 24 working days recorded in hours;

(b) Fifth through ninth year of continuous service as a benefits-eligible employee at the rate of one and one-half (1.5) working days per month = 18 working days per year, to a maximum of 36 working days recorded in hours;

(c) Ten or more years of continuous service as a benefits-eligible employee at the rate of two (2) working days per month = 24 working days per year, to a maximum of 48 working days recorded in hours.

(d) Schedule B employees shall accrue pro-rated vacation based on the percent of hours worked compared to a Schedule A employee.

11.2 To facilitate scheduling of vacations, a master calendar for each department will be distributed. This calendar will show when vacation cannot be taken due to operational needs.

11.3 Requests to take individual vacation days shall be submitted five (5) working days in advance. Requests to take blocks of vacation days shall be submitted thirty (30) calendar days in advance. All requests require the approval of the union employee's appropriate supervisor. Requests will be processed in the order received and, under normal circumstances, will be answered within two (2) working days for individual vacation days and within five (5) working days for blocks of vacation days. Such requests shall not be unreasonably nor indefinitely denied. Once an employee's vacation schedule has been approved, it will not be rescinded although an employee may request a change and reschedule vacation if it can be accommodated.

11.4 Accrued vacation time may be carried forward from one anniversary date to the next. However, at no time may an employee hold more than two year's worth of accrued vacation time. Accrual will cease when the maximum is reached. Vacation credit does not accrue while an employee is on layoff or during leaves of absence of longer than thirty (30) days, regardless of reason. Employees may not "borrow" against future vacation.

11.5 It is the intention of the Union and the Employer to ensure that all union employees have the opportunity to fully utilize their accrued vacation benefits. For a union employee nearing an accrual cap the appropriate supervisor will work with the employee to schedule vacation time at an optimum time.

11.6 A union employee shall not be eligible to take a vacation until s/he has accumulated at least six (6) months of continuous service. However, s/he will accrue vacation during the first six (6) months of continuous service at the appropriate rate set forth in this Article.

11.7 Payment for unused accrued vacation time is made only upon termination from the University.

11.8 Vacation pay shall be computed at the employee's straight time rate.

## **ARTICLE 12 --PAID SICK LEAVE**

12.1 Each full time Schedule A or term contract employee shall accrue sick leave at the rate of one (1) day for each month actually worked, up to a maximum accumulation of twelve (12) days. At no time shall an employee have more than twelve (12) days of accrued sick leave to his credit. Each Schedule B employee will accrue paid sick leave on a prorated schedule.

12.2 An employee shall not be entitled to use sick leave until s/he has completed (90) ninety days of service, but s/he shall accumulate one (1) day of sick leave for each of said three (3) months.

12.3 An employee shall not accrue sick leave while on a layoff, or leave of absence of more than thirty (30) days.

12.4 Sick leave payments shall be integrated with benefits under the Employer's Self-Insured Disability Benefit Program and Worker's Compensation Insurance, i.e., the employee shall receive as sick leave pay the difference between the benefits paid under such program or insurance and the amount which s/he would have received if s/he had worked, computed at his/her straight time rate. The employee's sick leave account shall be charged for such payments, rounded to the nearest full hour of sick leave.

12.5 Sick leave is to be used for absences due to illness or injury. It may also be used for doctor or dentist appointments. Up to one half of the employee's accrual may be used to care for an ill family member. Sick leave may not be used for personal business or vacation. Sick leave also may be used, at the request of the employee or the University, during family care or medical leaves of absence. Unused sick leave may not be converted into cash under any circumstances,

12.6 The Employer may require an employee returning from sick leave or unpaid medical leave to obtain a doctor's certificate or a medical release stating that the employee medically is able to return to work

12.7 An employee who is unable to perform his/her duties for medical reasons, and is not eligible for any benefits provided in this Article 12, because such benefits have been exhausted, may apply for unpaid leave pursuant to Article 20.

## **ARTICLE 13 --SELF-INSURED DISABILITY PLAN**

Employees in the bargaining unit remain eligible for participation in the Employer's Self-Insured Disability Plan to the extent provided by said plan. Eligibility shall be as set forth in such plan. It is understood that said plan may be canceled or modified on a University-wide basis at any time during the term of this Agreement.

#### **ARTICLE 14 --BEREAVEMENT LEAVE**

A regular full-time or part-time employee may be granted from one (1) to five (5) days off with pay at his/her regular straight time rate in the event of the death of a member of his/her immediate family. The one to five days shall be granted at the discretion of the Employer on the following basis: One day will be granted to attend funeral services; additional days, up to a maximum of four, may be granted by the supervisor if the employee is required to travel or if the supervisor feels more time is warranted. "Immediate family" shall include: spouse, domestic partner, children, parents, grandparents, son or daughter-in-law, mother or father-in-law, brother or sister, aunt or uncle, stepbrother or sister, stepchildren, niece, nephew, stepparents. Additional bereavement leave without pay may be granted at the Employer's discretion.

#### **ARTICLE 15 --JURY DUTY**

15.1 An employee who is summoned for jury duty shall immediately present such notice to his/her department head.

15.2 Seniority and Insurance benefits, excluding Workers Compensation, for all purposes, shall continue during such period of jury duty.

15.3 Except as provided in 15.1 and 15.2 the University's policy on jury duty will prevail.

#### **ARTICLE 16 --HEALTH AND DENTAL INSURANCE**

16.1 Employees shall be eligible to participate in the health and dental insurance plans sponsored by the Employer for its non-bargaining unit staff employees. Eligibility to participate in the plan or plans and the specific benefits available under the plans shall be determined by the terms of the plan documents, and participation shall be on the same terms as all other employees of the University who are enrolled in the plans, including any employee contributions.

16.2 The Employer may alter, modify, substitute, or terminate any of its health and dental insurance plans during the term of this Agreement and nothing in this Agreement shall limit the Employer's right to do so as long as the change(s) also govern(s) all other employees of the Employer who are enrolled in the same plans.

#### **ARTICLE 17 --RETIREMENT PLAN**

Employees covered under this Agreement shall be covered under the USC Retirement Savings Program (defined contribution) or another substantially equivalent plan, as determined by the Employer. This Plan shall be continued in full force and effect for the duration of this Agreement. Eligibility shall be as set forth in such plan.

## **ARTICLE 18 --GROUP LIFE INSURANCE**

The group life insurance plan in effect as of the effective date of this Agreement --or another substantially equivalent plan --shall continue in full force and effect for the duration of this Agreement. Eligibility shall be set forth in such plan. The Employer's contribution level shall not be increased.

## **ARTICLE 19 --TUITION ASSISTANCE**

Employees in the bargaining unit remain eligible for participation in the Employer's tuition assistance plan to the extent provided by said plan. Eligibility shall be set forth in such plan. It is understood that said plan may be canceled or modified on a University-wide basis at any time during the term of this Agreement.

## **ARTICLE 20 --LEAVE OF ABSENCE**

20.1 An employee may request a personal leave of absence without pay by submitting a written application to his/her immediate supervisor. If in the discretion of the Employer departmental staffing requirements permit the granting of leave, it will be allowed. Except as provided by law, at no time may personal leave without pay exceed one hundred twenty (120) days.

20.2 If the personal leave is for more than thirty (30) days, no vacation, sick leave or tuition assistance benefits will accrue. The employee shall maintain, but not accrue, seniority during such leave.

20.3 Employees on leave may elect to continue their participation in the health insurance and supplemental pension programs by arranging to make appropriate payments through the Benefits Office of Personnel Services.

20.4 Periods of time in which an employee receives benefits pursuant to a Worker's Compensation Plan, or Article 13 (the Employer's Self-Insured Disability Plan), or both, do not, in themselves, either confer status of an employee, or constitute paid leave or unpaid leave.

20.5 Union employees are entitled to family care and medical leaves as defined under the Employer's policy regarding the California Family Rights Act of 1991 and Amendment of 1993 and the Federal Family and Medical Leave Act of 1993.

## **ARTICLE 21 -- COURT APPEARANCES**

Schedule A and B employees, as defined in Article 26 (Employee Categories), who are subpoenaed by the University to appear at a judicial or administrative proceeding shall be paid their straight time rate for all time lost as a result of such appearance.

## **ARTICLE 22 -- JOB OPENINGS**

22.1 The Employer may fill positions from any source; provided, however, that if an outside and internal candidate are determined to be equally qualified by the Employer, then preference will be given to the internal candidate. The Employer shall post job openings as they become available.

22.2 All bargaining unit employees shall obtain and maintain an email account with the employer. Employees shall comply with the employer's policies regarding email accounts while using their employer-sponsored email accounts.

## **ARTICLE 23 -- UNION SECURITY AND CHECKOFF**

23.1 Each employee in the bargaining unit described in Article 1 who is already a member of the Union shall remain a union member as a condition of continued employment. New hires shall, within thirty-one (31) calendar days of the date of hire, become a member of the Union as a condition of continued employment to the extent of tendering the periodic dues and initiation fee uniformly required for membership, and shall remain a member thereof to such extent as a condition of continued employment for the term of this Agreement. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fee uniformly required, or, in the event that the employee objects to the payment of full dues and initiation fees, only the obligation to pay periodic dues and initiation fees related to representational costs.

23.2 The Employer shall deduct from the pay of each Union member and remit to the Union an amount equivalent to the employee's initiation fee and dues, provided, however, that the employee has given the Employer written assignment authorizing such deduction and remittance on the authorization form attached hereto as Appendix "B," hereto, and shall continue such deduction until such time as the union employee resigns or revokes the deduction authorization. The Employer shall not be responsible for deduction in any pay period in which the union employee's net earnings are insufficient to cover the deduction.

23.3 Bargaining unit employees shall have the option to make voluntary contributions by payroll deduction to the Union's "JB Moss Voice of the Electorate (VOTE) fund. Upon presentation of the appropriate authorization card, the employer will withhold the amount of money requested by the employee and forward it to the Union along with the dues withheld. The Union will hold the employer harmless for any disputes arising as a result of these withholdings.

23.4 It is specifically agreed that the Employer assumes no obligation other than that specified in Article 23.2 liability, financial or otherwise, arising out of the provisions of this Article. The Union shall inform the Employer once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for the appropriate deduction. Further, the Union hereby agrees that it will reimburse the Employer for any costs and indemnify and hold the Employer harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made or actions taken by the Employer pursuant to this Article.

23.5 There shall be no discrimination against any employee because of Union membership or activity on behalf of the Union.



## **ARTICLE 24 -- UNION REPRESENTATIVES**

24.1 The Union may appoint not more than four (4) stewards and shall notify the Employer in writing, each July, of the persons so appointed and their authority to act on behalf of the Union.

24.2 As an experimental and temporary effort to create a communication protocol, the Employer and Union have worked out the language summarized in the attached Appendix "C," hereto.

## **ARTICLE 25 --RELEASE TIME**

25.1 The University shall provide unpaid release time for up to six (6) employees for the purpose of negotiating any subsequent Agreement as follows:

(a) Such release time shall only include time spent in scheduled negotiating sessions with the University, and shall not include preparation time.

(b) At least two (2) weeks in advance of each scheduled session, the Union shall provide the University with the names and locations of the six (6) employees who are to receive release time.

25.2 The steward(s) shall conduct any Union business during their non-working time and the nonworking time of the employee(s) with whom they meet, unless there are exigent circumstances that warrant the business being conducted during working time and the steward obtains the prior approval of his/her supervisor to conduct the business.

25.3 The stewards will keep a monthly count of hours spent in one-on-one meetings with employees and meetings with the Employer's managers and supervisors. This information will be shared with the Employer.

25.4 Up to four (4) employees who are appointed as stewards will be allowed one (1) day off work with pay during the term of this Agreement to attend the Union's Steward Training Seminar, as long as the employees' absence does not interfere with Employer's operations. The Union shall notify the Employer of the date, time and location of the Training Seminar at least thirty (30) days in advance.

## **ARTICLE 26 --EMPLOYEE CATEGORIES**

26.1 **Full-Time Schedule A Employees** regularly work 37.5 hours per week and are employed on a regularly scheduled and continuous basis for more than three (3) months. They receive all University and Contract benefits.

26.2 **Part-Time Schedule B Employees** are employees who have assigned work schedules of between 50 and 99 percent time on average based on 37.5 hour work weeks. Full-time and part-

time staff are benefit eligible. Accrual of vacation and sick leave is pro-rated based on the percent of time worked.

#### **ARTICLE 27 --GENERAL CONDITIONS OF EMPLOYMENT**

27.1 The Employer may in its discretion adjust an employee's work schedule to accommodate the employee's enrollment in University courses.

27.2 The Employer may in its discretion implement a pre-dispute arbitration program under which employees covered by this Agreement will be required to sign a mutual arbitration agreement as a condition of eligibility for promotion, voluntary transfer, or merit increase; provided, however, that the mutual arbitration agreement under such a program shall exclude from its coverage any matter that would be covered by the grievance and arbitration provisions of this Agreement

27.3 To the extent the Employer implements any new technology related to the delivery of information services to the patrons of the Employer's libraries during the term of this Agreement, then the Employer will provide training to the employees on the use of such technology. Any alleged failure to comply with this paragraph shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE 28 --BULLETIN BOARDS**

The Employer shall provide space for and furnish four (4) bulletin boards for use by the Union. The size and location of said boards shall be approved by the Employer.

- (a) The Union may post official notices of Union business on such bulletin boards.
- (b) No posting shall be made unless advance permission of the Employer's representative has been obtained, which permission shall not be unreasonably withheld.
- (c) There shall be no distribution of handbills or other Union materials during working time or in working areas.

#### **ARTICLE 29 --BARGAINING OBLIGATIONS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained herein were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to

or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **ARTICLE 30 --ENTIRE AGREEMENT**

30.1 This Agreement constitutes the full and entire agreement between the parties, and supersedes any prior Agreement, commitments, understandings or practices, whether oral or written, between the Employer and the Union or the employees covered, hereunder, and it expresses all obligations of, and restrictions imposed upon, the Employer.

30.2 If there is a conflict between this Agreement and the Employer's policies and procedures, the Agreement will prevail.

### **ARTICLE 31 --SAVINGS CLAUSE**

Should any provision of this Agreement be determined to be contrary to a state or federal statute, then such provision shall continue in effect only to the extent permitted and all other provisions of this Agreement shall remain in full force and effect.

### **ARTICLE 32 -- NOTICES**

32.1 Notices by the Union to the Employer shall be mailed or delivered to the following address:

Human Resources Director  
University of Southern California  
3535 So. Figueroa, FIG 109  
Los Angeles, CA 90089-0183

32.2 Notices by the Employer to the Union shall be mailed or delivered to the following address:

Executive Director/CFO  
Office & Professional Employees  
International Union, Local 30, AFL-CIO  
6136 Mission Gorge Road, Suite 214  
San Diego, CA 92120

**ARTICLE 33 - TERM**


This Agreement shall become effective as of July 1, 2015, and shall continue through midnight, June 30, 2020. It shall automatically be renewed from year to year, thereafter, unless either party gives written notice of a desire to modify, amend, or terminate it at least sixty (60), but not more than one hundred eighty (180) calendar days prior to July 1, 2020, or any July 1st thereafter, if it is automatically renewed, in which event this Agreement shall remain in effect during negotiations, and until ten (10) days advance written notice by either party of its termination, but such notice may not be given sooner than ten (10) days before the expiration date. Upon termination of this Agreement, whether by expiration of its term or otherwise, all rights and obligations of the Employer, Union and employees shall cease.

This Agreement shall be deemed executed as of July 1, 2015.

UNIVERSITY OF SOUTHERN  
CALIFORNIA

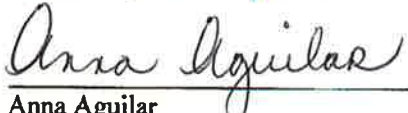
OPEIU, LOCAL 30

  
James M. Ball, Esq.

  
Walter Allen, Jr.

  
Sharon Haymond

  
Lolita Babaran


  
Anna Aguilar

  
Stephanie Austin

  
Linda Van Winkle Deacon

  
Jamie Campbell

  
Leonette M. Williams

  
Todd R. Dickey 8-18-15  
Senior Vice President,  
Administration

**APPENDIX A**

**JOB CLASSIFICATIONS AND STARTING RATES**

<b><u>Effective Date</u></b>	<b><u>Starting Rate</u></b>
Library Assistant	\$35,000 per year
Senior Library Assistant	\$38,000 per year

**Note:** A full-time employee's regular, straight-time hourly wage rate shall be determined by dividing 1950 into the employee's annual salary rate. The starting rate for employees who work less than a fulltime schedule shall be prorated according to the percent of hours they work as measured against a full year consisting of 1950 hours.

**APPENDIX B**

AUTHORIZATION FOR CHECK-OFF OF INITIATION FEE AND DUES

TO: UNIVERSITY OF SOUTHERN CALIFORNIA

I hereby assign to Office & Professional Employees International Union, Local 30, from any wages earned or to be earned by me as your employee such sums as the said Local Union may certify as due and owing from me as membership dues, including an initiation fee or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union. I authorize and direct you to deduct such amounts from my pay to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization, and direction shall be irrevocable for the period of one (1) year from the date of execution hereof to you, or until the termination of the collective bargaining agreement between the University and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable collective agreement between the University and the Union, whichever shall be shorter, unless written notice' is given by me to the University and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the University and the Union, whichever occurs sooner.

This Authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947, and otherwise.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Employee

## APPENDIX C

This attachment addresses concerns of the parties to this Agreement regarding communications between employees and the Library Administration, and encourages:

- improved communication at all levels within the University Libraries;
- the continued development of trust and mutual respect between the Library and its employees and the Union;
- a method by which problems can be quickly--and informally--resolved;

Improvement of the communication process will include the following as basic principles:

- It is of benefit to all members of the library community to support an informal method of problem resolution between employees and their supervisors which avoids the unnecessary escalation of issues to the formal grievance stage and which addresses issues not spoken to in the Agreement but which may be of concern to both the Library and its employees.
- This memorandum of understanding has the full support of both the Library Administration and the Union Stewards and it is agreed that both employees and the Library Administration will use the model in good faith. In this spirit, participants are encouraged to keep the process informal and to refrain from taking notes.
- In resolving issues--whether through this mechanism or the more formal means outlined in the Union contract--students are considered neutral parties and are not to be brought into any dispute/confrontation/discussion between staff and management. Likewise, the provost Human Resources is neutral and not to be made a party to such disputes.

The Union Stewards are encouraged to approach a supervisor or a unit head in an informal manner if they have information about a potential problem which affects a library assistant. The unit heads and supervisors are encouraged to inform a steward when they see the potential for a minor problem to escalate to a more serious level.

## APPENDIX D

USC Human Resources  
May 2015

# **Staff Compensation Guidelines: Annual Pay Increase/Review Process**

## **Effective dates**

Dates entered in Kuali Budget Construction (KBC) will be uploaded into Workday. The effective compensation plan start and end dates for regular fiscal year pay increases for continuing employees are as follows, by pay cycle:

- Biweekly – June 18, 2015 to June 29, 2016
- Monthly – July 1, 2015 to June 30, 2016

End dates for fixed-term staff should reflect the end of their fixed term appointment. In cases where cost allocations will not change throughout the year, those same start and end dates should be used.

## **Additional dates to keep in mind**

**June 15.** Senior Business Officers (SBOs) will have access to review the KBC data load in the Workday Sandbox environment. These transactions will be pushed through in the Workday Sandbox environment without approvals so SBOs can see the proposed final product before data is loaded into the Workday production environment.

**June 18.** Data entered in KBC will be loaded to the Workday production environment. This will follow the established business process approval routing (as described below under “Approval requirements.”)

**June 26.** Deadline to approve transactions.

## **Roles and responsibilities**

The **SBO** or designee must enter all proposed FY2015-16 salaries and wages into KBC **no later than May 22** (or earlier deadline as determined by the department comptroller). If a department does not use KBC or fails to enter information into KBC by this deadline, the department must enter salaries or wages directly into Workday.

Departments may call the HR Service Center for help with mass salary and wage rate changes.



**KBC and Workday teams** perform validation and preliminary audit reviews to ensure data entered into KBC uploaded correctly into Workday. They do not evaluate appropriateness of the increases, but ensure the process is properly completed.

Once the data is in Workday with appropriate reason codes (as entered in KBC), our **Workday HR Information Systems (HRIS) team** conducts additional validation and audit reviews.

Workday populates compensation and cost allocation fields, which triggers a business process specifically designed for annual compensation increases entered via KBC.

## Reasons for increases

Each increase transaction requires one compensation increase reason. If any component of the increase is justified by a market adjustment, then the reason selected must be “market adjustment.”

Considerations for a market adjustment include: first, the broader salary range in the external and/or internal market for similar positions; and second, the employee’s performance, qualifications and expertise relative to the market. An untested or poor performer may appropriately fall below the 25<sup>th</sup> percentile; a novice/moderate performer between 25<sup>th</sup>-50<sup>th</sup> percentile; an experienced/good/great performer who may possess additional work experience, education, skills and knowledge at 50<sup>th</sup>; a highly-skilled/phenomenal/stellar performer whose particular work experience, education, skills and knowledge exceed position requirements and typical expectations between 50<sup>th</sup>-75<sup>th</sup>.

## Approval requirements

The approvals for staff compensation changes uploaded into Workday from KBC must be completed in Workday **between June 15 and June 26, 2015** to ensure increases are reflected in the first paychecks of the new fiscal year. All increases require approval by the manager before taking effect. All approvals are completed in Workday. As approval is not guaranteed, departments may not notify staff of a proposed increase prior to the approval being completed in Workday.

Market adjustments, merit increases exceeding 5% and bonuses require supporting documentation. Managers must upload justifications for market adjustments in Workday “worker docs” under “Department Authorization, Justification and/or Supporting Documents.” Documents should have clear titles (e.g., “Market Adjustment Proposal FY2015-16”) so approvers can identify which documents to reference. Managers or HR Partners may upload this documentation at any time – and should do so prior to June 15 so they are readily available to approvers in Workday.

**Market adjustments up to 5%** will route to and require approval by the Compensation Partner in addition to the manager and manager’s manager approval.

**Market adjustments in excess of 5%** will route to and require approval by the Compensation Partner and will also route to and require approval by the Vice Provost for Academic Operations and Strategy (for staff in schools and academic units) or the Associate Senior Vice President, Human Resources (for staff in administrative units), in addition to approval by the manager and manager's manager.

If possible, please provide all proposed market adjustment rationale and any benchmarking references to your Compensation Partner before entering proposed rates in KBC. Compensation will coordinate a pre-approval process with the Vice Provost for Academic Operations and Strategy (prior to the KBC data entry) for increases in schools or academic departments. No pre-approval is required for administrative departments; the Associate Senior Vice President, Human Resources will review proposed rates within the Workday process.

**Merit increases up to 5%** will route to the manager and manager's manager in Workday for approval. If the department wishes to include supporting documentation, managers should upload supporting documents into "worker docs." Once the manager has approved the compensation change in Workday, the process is complete. Any adjustments or corrections must be made in Workday and will trigger the normal business process steps including routing to the manager and SBO for approval.

**Merit increases exceeding 5% or bonuses of or exceeding \$1,000** will route to the Vice Provost for Academic Operations and Strategy or the Associate Senior Vice President, Human Resources. To ensure approval of requests in academic units, requests for pre-approval should be forwarded to the Vice Provost for Academic Operations and Strategy in advance of entering rates in KBC. In addition, these increases must be approved in Workday by the manager and manager's manager.

**Bonuses** must be entered in KBC as a pool and will not be automatically uploaded into Workday. HR Partners must enter those one-time payments directly into Workday along with rationale for the bonuses in the comment section. The business process in Workday will follow the required approval steps.

Bonuses less than \$1,000 require "one level up" mandatory review and recommendation, and school/division mandatory review and approval. Bonuses of \$1,000 or more require "one level up" mandatory review and recommendation, school/division mandatory review and recommendation, and final approval by the Vice Provost for Academic Operations and Strategy or the Associate Senior Vice President, Human Resources.

**Student increases** follow existing internal approval processes and must be entered directly in Workday with no additional business processes.

NOTE: If approvers cannot complete the above processes in Workday within the allotted window, **pay increases will not take effect**. If approvers will not be available from June 15-26

or are unable to complete the task during that period, **they must notify their HR Partner immediately** to delegate that task. If the task has already hit the manager's Workday Inbox, the manager or HR Partner should reach out to the HR Service Center to have the process reassigned.

HR Partners must regularly review "business process transactions of type awaiting actions" reports and request help from the HR Service Center to reassign tasks that are not completed in a timely manner. In order to maintain appropriate checks and balances, the task of confirming and approving pay should not be delegated to the individual who entered the rates in KBC.

SBOs and HR users will be able to use the "Merit Process Review – 2015" report to validate that the employees they support will be paid correctly.