



AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

IATSE Local #728

June 1, 2020  
to  
May 31, 2023



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This Agreement is made and entered at Pasadena, California on July 14, 2021, by and between the Studio Electricians, Local 728, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC hereinafter referred to as the Employer and Office & Professional Employees International Union, Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

## **WITNESSETH**

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

### **ARTICLE 1 - RECOGNITION**

**SECTION 1.1.** The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement; specifically, any phase of office or clerical work.

**SECTION 1.2.** The Union agrees to use every reasonable effort to promote the welfare of the Employer.

### **ARTICLE 2 - UNION SHOP**

**SECTION 2.1.** (A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall on the thirty-first (31<sup>st</sup>) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall, on the thirty-first (31<sup>st</sup>) calendar day following the beginning of such employment, become and remain members in good standing in the Union. This shall not apply to duly elected officers, business agents and dispatchers not now members of the Union nor qualified to become members.

(B) Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

**SECTION 2.2.** When a position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union giving the name of the new employee, starting date and classification.

**SECTION 2.3.** The Employer or the Employer's representative shall make known to the employee what duties to perform and from whom to receive instructions.

**SECTION 2.4.** No employee shall, as a condition of employment, be required or permitted to participate in any internal Union political action of their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for a Union office.

**SECTION 2.5.** Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment.

**SECTION 2.6.** All money deducted or collected by the Employer shall be remitted to the Union on or before the twentieth (20<sup>th</sup>) day of the month following that in which the deductions or collections are made. The Employer shall submit to the financial officers of the Union a monthly record of those employees from whom deductions or collections have been made.

### **ARTICLE 3 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES**

**SECTION 3.1.** All employees may be regarded as probationary employees for the first sixty (60) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

**SECTION 3.2.** At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitled to all contract benefits from date of employment.

**SECTION 3.3.** A temporary employee must be informed at the start of employment and may not work past two (2) months of employment except as replacement for periods of sick leave, vacation or leave of absence.

**SECTION 3.4.** Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee and vacation shall be figured on a pro-rata basis consistent with the time regularly employed each week.

**SECTION 3.5.** All probationary, regular, part-time and temporary employees shall have contributions paid to the Motion Picture Health, Welfare and Pension Plans from their first day worked.

#### **ARTICLE 4 - UNION REPRESENTATION**

**SECTION 4.1.** The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

**SECTION 4.2.** The Employer shall recognize the Union steward and shall permit the steward to perform, during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

#### **ARTICLE 5 - SAFETY AND HEALTH**

**SECTION 5.1.** The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

**SECTION 5.2.** The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

#### **ARTICLE 6 - HOURS OF EMPLOYMENT**

**SECTION 6.1.** The regular workday shall be between the hours of 7:00 a.m. and 6:00 p.m., except as provided in Article 7, and the employee's designated starting time shall be the time to start to work.

**SECTION 6.2.** The regular workweek shall be five (5) consecutive seven (7) hour days, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour. The lunch period shall be taken not more than four (4) hours after reporting to work.

An employee who works less than thirty-five (35) hours per week is designated a "part-time regular employee" as provided in Article 3, Section 3.4.

**SECTION 6.3.** The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee, each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the work day.

## **ARTICLE 7 - WAGES**

**SECTION 7.1.** The Employer agrees to pay not less than the minimum weekly wage scale shown in Exhibit "A" of this Agreement.

**SECTION 7.2.** It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

**SECTION 7.3.** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

**SECTION 7.4.** Any employee who is required to supervise the work performed by two (2) or more employees shall receive compensation of not less than five dollars (\$5.00) per week more than the highest paid regular employee supervised, or five dollars (\$5.00) in addition to the regular salary, whichever is greater. Any employee required to supervise the work of five (5) or more employees shall receive compensation of not less than ten dollars (\$10.00) per week more than the highest paid regular employee supervised, or ten dollars (\$10.00) in addition to the regular salary, whichever is greater.

**SECTION 7.5.** All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 7.7 of this Article. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

**SECTION 7.6.** When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, the Employer shall pay the regular hourly rate outlined under the appropriate classification listed on Exhibit "A", "After 1 Year."

It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at the regular straight time hourly rate, and if not, a regular employee shall be paid at the hourly rate set forth under their classification on Exhibit "A", "After 1 Year."; provided further that should it be necessary for the employee

to reside at such meeting place, the employee shall be paid in addition to the above-mentioned wages and travel time, round-trip coach air fare; and if required to remain overnight, fifty dollars (\$50.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding three hundred (300) miles.

The provisions of Article 8 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

**SECTION 7.7.** Any temporary or regular part-time employee coming under the jurisdiction of the Union working three and one-half (3½) hours consecutively or less shall be paid for not less than three and one-half (3½) hours. Any temporary or regular part-time employee working more than three and one-half (3½) hours, but less than a full workday shall be paid for a full workday, unless the failure to work a full workday is for the convenience of the employee. Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A" of this Agreement as established under the heading "After 1 Year."

**SECTION 7.8.** Any new employee who has previously worked in any Union office for a period of two (2) years or more in a comparable classification for which hired, or four (4) years or more of general office in a comparable classification for which hired shall within thirty (30) days of date of hire receive as a minimum starting wage the rate as established in Exhibit "A" of this Agreement under the heading "After 1 Year."

**SECTION 7.9.** A designated weekly payday shall be established in all offices and not more than three (3) days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

**SECTION 7.10.** Whenever an employee is taken from a lower classification job to a higher classification job, the employee shall be paid the higher rate for all time employed in the higher classification.

**SECTION 7.11.** Any office employee hired who first reports to work and is not put to work shall receive one (1) day's pay.

**SECTION 7.12.** Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than three and one-half (3½) hours' pay.

**SECTION 7.13.** 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.

**SECTION 7.14.** The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

**SECTION 7.15.** Holidays and periods of vacation outlined in this Agreement and periods of paid sick leave shall be considered time worked in this Agreement for the following purposes: overtime, holidays, sick leave, vacation and seniority accruals. The Employer will also make dental, health and welfare and retirement contributions for such periods.

## **ARTICLE 8 - OVERTIME**

**SECTION 8.1.** The employee shall not work overtime unless authorized by the Employer.

**SECTION 8.2.** Time and one-half (1½) shall be paid in the following cases:

**(A)** Any and all work performed in excess of the regular full-time workday and regular full-time work week; and

**(B)** Any and all work for the first seven (7) hours on the sixth (6<sup>th</sup>) day of the work week.

**SECTION 8.3.** Double (2) time shall be paid for in the following cases:

**(A)** For all hours worked in excess of ten and one-half (10½) hours in any day; and

**(B)** For all hours worked in excess of seven (7) hours on the sixth (6<sup>th</sup>) day of a work week;

**(C)** For all hours worked on the seventh (7<sup>th</sup>) day of a work week.

**SECTION 8.4.** Two and one-half (2½) times the regular hourly rate shall be paid in the following case:

Time worked on a holiday or day observed as such.

**SECTION 8.5.** When an employee is required to work overtime beyond 6:00 p.m., on a regular work day, the employee shall be allowed a dinner period not to exceed one (1) hour; said dinner period shall be considered as overtime work in computing the first three



and one-half (3½) hours' overtime, and shall be paid for at the overtime rate of one and one-half (1½) times the regular hourly rate of pay and shall be guaranteed three and one-half (3½) hours' pay.

**SECTION 8.6.** In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at the double (2) time rate.

**SECTION 8.7.** When an employee is normally required to work on a meeting night (7 p.m. or after), said employee shall be guaranteed three and one-half (3½) hours' pay at one and one-half (1½) times the regular hourly rate.

## **ARTICLE 9 - HOLIDAYS**

**SECTION 9.1.** All regular employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay and any additional holidays that may be negotiated into the IATSE Hollywood Basic Agreement shall be recognized as a paid.

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Should any of these holidays fall on a day other than a regularly scheduled work day, the employee shall receive one (1) additional day's pay for that week at the regular straight time rate; or the Employer at the Employer's option, may observe either the last regularly scheduled workday preceding or the first regularly scheduled workday following, providing the employee is notified forty-eight (48) hours in advance which day is to be observed.

**SECTION 9.2.** Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive two and one-half (2½) times the regular hourly rate of pay.

**SECTION 9.3.** In the event any of the holidays enumerated in this Article, Section 9.1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

**SECTION 9.4.** A temporary employee shall be paid for a holiday after sixty (60) days of employment, if the employee has worked the day preceding and the day following the holiday.

**SECTION 9.5.** A regular part-time employee shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed each week or month.

### **ARTICLE 10 - SICK LEAVE**

**SECTION 10.1.** (A) All regular employees shall be granted, with pay, ten (10) days' sick leave per year, accumulated at the rate of .83 days per month from the date of hire.

(B) Sick leave shall be granted only in case of sickness or injury.

(C) All accumulated and unused sick leave will be paid off each December thirty-first (31<sup>st</sup>) at fifty percent (50%) of its value.

(D) If the employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.

**SECTION 10.2.** Sick or injury leave shall be converted into cash time with the Employer paying sick leave. When the employee becomes eligible for State Disability Insurance benefits (SDI) or Workers' Compensation benefits, the Employer shall pay the employee the difference between the amount received by the employee from SDI or Workers' Compensation and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the employee has been paid to the employee.

### **ARTICLE 11 - VACATIONS**

**SECTION 11.1.** Vacations with pay are hereby established for all regular employees covered by this Agreement as follows:

<b>Years of Service</b>	<b>Annual Vacation</b>
1 – 4 years	2 Weeks
5 – 9 years	3 Weeks
10 – 21 years	4 Weeks
22 years or more	5 Weeks

An employee shall be granted, upon request, one (1) week's vacation with full pay after six (6) months' of employment during the initial year of service, plus one (1) week's vacation with full pay at the end of that year in case of termination or separation.

The employee may carry over one (1) year of unused vacation. Rollover days must be used first and cannot be taken at more than five (5) consecutive days at a time and shall not rollover into the next year, or any unused vacation days may be paid out upon request each calendar year.

\*Upon ratification, all current employees shall be paid any unused vacation time from the year 2020 due to the pandemic.

Vacation is earned and accrued month by month from the date of employment at the rate of 1/12<sup>th</sup> of the two (2) week's annual vacation per month for those employees who have been employed less than four (4) years; at the rate of 1/12<sup>th</sup> of the three (3) weeks' annual vacation per month for those employees who have completed four (4) years of service and at the rate of 1/12<sup>th</sup> of the four (4) weeks annual vacation per month for those employees who have completed nine (9) years of service; and effective June 1, 1992, at the rate of 1/12<sup>th</sup> of the five (5) weeks annual vacation per month for those employees who have completed twenty-one (21) years of service.

**SECTION 11.2.** Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Vacation scheduling shall be strictly on the basis of seniority between the employees. Employees must give the Employer at least ten (10) working days' notice before a vacation may be taken.

**SECTION 11.3.** Vacation pay shall be paid in advance of the employee's vacation period and shall be computed at the employee's regular straight time weekly rate. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.

**SECTION 11.4.** A regular part-time employee shall be paid at scale on a pro rata basis consistent with hours and length of employment with the Employer.

**SECTION 11.5.** In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which event the amount due shall be paid the legally recognized beneficiary of the estate of the deceased.

## **ARTICLE 12 - LEAVE OF ABSENCE**

**SECTION 12.1.** (A) Upon mutual agreement in writing, leave of absence may be granted, and in the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be signed in triplicate form with a copy to be retained by the employee, a copy to be submitted to the Union, and a copy to be retained by the Employer.

(B) Replacement of an employee on leave of absence shall not be paid wages higher than those of employees replaced.

**SECTION 12.2.** In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, stepchild, adopted child, mother-in-law, father-in-law, grandparents and grandchildren) an employee shall be granted a leave of absence with pay of five (5) days.

**SECTION 12.3.** By mutual agreement the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

**SECTION 12.4.** An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's regular job at the rate then current for the classification.

**SECTION 12.5.** When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid their regular salary for those hours for which absent from work during the regular workday or regular workweek, up to a maximum of three (3) working days per calendar year. Any additional days will be charged to sick leave and/or vacation.

## **ARTICLE 13 – PROGRESSIVE DISCIPLINE/DISCHARGE**

**SECTION 13.1.** The Employer shall not discontinue the services of any employee except for just and sufficient cause, and shall not discriminate against employees because of their Union activities.

**SECTION 13.2.** The Employer shall advise the employee in writing of the discharge and the reasons thereof.

**SECTION 13.3.** 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 13.4.** Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages, unless the Union and Employer or the arbitrator determine otherwise.

**SECTION 13.5.** For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be mailed to the Union.

First Violation	Verbal warning (memorialized in writing)
Second Violation	Written warning
Third Violation	Written warning and one (1) day suspension without pay
Fourth Violation	Written warning and one (1) week suspension without pay
Fifth Violation	Termination

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

## **ARTICLE 14 - SEVERANCE PAY**

**SECTION 14.1.** If the Employer discontinues the services of a regular employee, said employee shall be given two (2) weeks' written notice immediately prior to the date of termination, or two (2) weeks' pay in lieu of such notice.

**SECTION 14.2.** All unpaid vacation allowances shall be paid to the employee upon date of termination.

**SECTION 14.3.** An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

**SECTION 14.4.** Employees terminated for just and sufficient cause shall forfeit the two (2) weeks' severance pay outlined in this Article of the Agreement.

## **ARTICLE 15 - SENIORITY**

**SECTION 15.1.** In all cases involving promotions, transfers, layoffs, or demotions, due to layoff or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where fitness and ability are substantially equal.

**SECTION 15.2.** Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (A) If the employee quits;
- (B) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (C) If an employee who has been laid off fails to report within three(3) working days after being notified to report and does not give a satisfactory reason.

**SECTION 15.3.** When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned twelve (12) consecutive month period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

**SECTION 15.4.** In the event an employee's job is affected by a curtailment or job abolishment, the employee will be entitled to bumping rights to an equal or lower classification, according to seniority. An employee who exercises such rights will retain his/her status and will be paid the rate applicable to the new classification. Any employee who, at the time of layoff, does not exercise his/her rights shall forfeit his/her recall rights to that classification, but shall retain recall rights to the laid off classification.

## **ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES**

**SECTION 16.1.** Any disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

- (A) The grievance must be presented to the Employer within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

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

(C) The arbitrator shall be selected from an odd numbered list on a panel to be submitted by the Federal Mediation and Conciliation Service. Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated from the list by the moving party and the arbitrator shall proceed ex parte. In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

### **ARTICLE 17 - VALIDITY OF AGREEMENT**

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

### **ARTICLE 18 - UNION LABEL**

The privilege of using the Union label shall be extended to all employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

**OPEIU#537 AFL-CIO, CLC**

### **ARTICLE 19 - UNION OFFICE CARD**

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

### **ARTICLE 20 - TECHNOLOGICAL CHANGES**

**SECTION 20.1.** In the event of proposed technological changes, such as the introduction of computers or other automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

**SECTION 20.2.** Should a brand-new technological change present itself, the Employer would pay for the training.

**SECTION 20.3.** Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees within the Collective Bargaining Unit.

**SECTION 20.4.** In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to work together with the Union to provide, where possible, training programs for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new position before any persons outside the bargaining unit are hired to fill the resultant jobs.

## **ARTICLE 21 - RULES AND REGULATIONS**

The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Employer shall maintain an office bulletin board and furnish the Union with a written or printed copy of all such rules and regulations, and all changes therein. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

## **ARTICLE 22 - VOTE**

**SECTION 22.1.** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of the Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of the Electorate or VOTE, along with a listing of persons who donated such monies.

**SECTION 22.2.** A copy of the check off authorization to be used for this purpose is attached hereto as Exhibit "D."



**ARTICLE 23 - DURATION**

This Agreement shall be in full force and effect from June 1, 2020 through May 31, 2023, and shall be renewed from year to year thereafter, if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by May 31, 2023, 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:**

I.A.T.S.E. Local 728

**FOR THE UNION:**

OPEIU Local 537

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Greg Reeves  
Business Representative-Secretary

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

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Date

---

Date

*JWB:mm  
OPEIU 537/afl-cio, clc*

## EXHIBIT "A" - WAGES

### SECTION A.1. (A) Salary schedule based on thirty-five (35) hours:

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

<b>June 1, 2020</b>			
<b>Classifications</b>	<b>First 6 Months</b>	<b>After 6 Months</b>	<b>After 1 Year</b>
1. General Office Support	\$ 655.55	\$710.15	\$765.10
2. Office Cashier	\$693.70	\$748.30	\$803.25
3. Administrative Assistant	\$776.30	\$830.20	\$884.80
4. Lead Administrative Assistant	\$967.05	\$1,021.65	\$1,076.25
5. Bookkeeper	\$967.05	\$1,021.65	\$1,076.25

<b>June 1, 2021</b>			
<b>Classifications</b>	<b>First 6 Months</b>	<b>After 6 Months</b>	<b>After 1 Year</b>
1. General Office Support	\$675.15	\$731.50	\$788.20
2. Office Cashier	\$714.35	\$770.70	\$827.40
3. Administrative Assistant	\$799.75	\$855.05	\$911.40
4. Lead Administrative Assistant	\$996.10	\$1,052.45	\$1,108.45
5. Bookkeeper	\$996.10	\$1,052.45	\$1,108.45

<b>June 1, 2022</b>			
<b>Classifications</b>	<b>First 6 Months</b>	<b>After 6 Months</b>	<b>After 1 Year</b>
1. General Office Support	\$695.45	\$753.55	\$812.00
2. Office Cashier	\$735.70	\$793.80	\$852.25
3. Administrative Assistant	\$823.90	\$880.60	\$938.70
4. Lead Administrative Assistant	\$1,025.85	\$1,083.95	\$1,141.70
5. Bookkeeper	\$1,025.85	\$1,083.95	\$1,141.70

**(B)** A three percent (3%) wage increase retroactive to June 1, 2020, for all current employees.

Effective June 1, 2021, three percent (3%) wage increase for all current employees.

Effective June 1, 2022, three percent (3%) wage increase for all current employees.

**SECTION A.2.** Any person presently making above the wage scale shall get an increase comparable to that given their classification on the Exhibit under the heading: "After 1 Year."

**SECTION A.3. BILINGUAL SUPPLEMENT**

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

## **EXHIBIT "B" - HEALTH AND WELFARE AND DENTAL**

The Employer shall contribute the required monies to the Motion Picture Industry Health Plan as provided in Article XII of the IATSE Basic Agreement on behalf of its employees.

Bargaining Unit employees shall be subject to the changes, if any, in the Health Welfare, Pension and/or Individual Account Plans agreed to as part of the AMPTP/IATSE - 2021 negotiations.

“The employer shall contribute the required monies to the Motion Picture Industry Pension and Health Plan as provided in Articles XIII, XIII-A and XIV of the IATSE Basic Agreement on behalf of its employees including increased contributions, if any, negotiated as part of the 2021 negotiations.”

## **EXHIBIT "C" - PENSION-RETIREMENT FUND**

The Employer shall contribute the required monies to the Motion Picture Industry Pension Plan as provided in Articles XIII, XIII-A and XIV of the IATSE Basic Agreement on behalf of its employees.

Bargaining Unit employees shall be subject to the changes, if any, in the Health Welfare, Pension and/or Individual Account Plans agreed to as part of the AMPTP/IATSE – 2021 negotiations.

“The employer shall contribute the required monies to the Motion Picture Industry Pension and Health Plan as provided in Articles XIII, XIII-A and XIV of the IATSE Basic Agreement



## **JOB DESCRIPTIONS**

### **GENERAL OFFICE SUPPORT**

Performs routine clerical or other work that does not require experience or knowledge of office procedures or policies. May be required to process incoming and outgoing mail, answer the telephone. There shall be no restrictions on the type of work performed or office equipment, including computers used by such employee, provided the duties do not become substantially equivalent to a higher classified position. This employee works under the direct supervision of the elected officer or his/her designee.

### **OFFICE CASHIER**

Receives dues and incoming cash at desk, window, or by mail. Writes receipts, checks and counts money, enters receipts on cards or other records, makes change and cashes checks. May keep records associated with bank deposits.

### **ADMINISTRATIVE ASSISTANT**

Performs clerical duties with little direction. Assists members with dues payments, issuing and tracking membership cards and per capita stamps. Assists members in completing necessary forms. Clears members for work. Verifies membership and sends appropriated documentation to necessary entities. Scans member information into members' electronic files. Creates various spreadsheets and reports. Performs internet research functions. Designs and sends informational e-blasts to membership and board members. Creates and maintains various data, based on status, sex, age, etc. Creates member surveys, compiles responses. Ensures the Website Membership and In Memoriam pages are current. Writes and/or edits information guides. Compiles contract folders and information packets for new members. Conducts new member orientation. Tracks New Member progress through Initiation. Schedules and notifies new members of Orientation. Organizes and oversees quarterly Retiree Luncheons and other events. Provides information and proof reads drafts of the "The Bulletin". In addition, performs duties listed in the General Office Support position.

### **BOOKKEEPER**

Generate financial reports including quarterly financial statements, payroll, track financial motions, prepare all monthly reports for the Executive Board Meetings and quarterly financial summary and membership reports for the Membership Meetings. Posts financial data, cash books or journals, proves operations and balances ledgers. Prepares quarterly reports (State, Federal and International Union) and balances per capita reports. Prepares annual W2s and 1099s. Prepares and track annual budget, conduct banking reconciliations, process Accounts Receivable/Accounts Payable, track and reconcile event classifications, and process employee payroll and member payments. Track and report employee benefits and hours. Track IATSE Pac Voluntary Fund. Process Travel reservations and authorizations. Prepares documentation for audits and provides information during the audit. May assist with other clerical duties.

## **LEAD ADMINISTRATIVE ASSISTANT**

Responsible for transcribing and distributing Executive board and membership minutes. Maintain web-site and calendars for the Executive Board and membership. File grievances including research, payroll records requests, research productions and track grievances. Administer Local 728 officer elections. Must be capable of limited interpretation of the Collective Bargaining Agreement in order to aid the members. Compose letters. Act as liaison for a supervisor and make minor decisions as relates to this position. Take payment of union dues. Assist new applicants. Make appointments with new members who have not sworn in. Other tasks include but are not limited to answering phones, photocopying, and mailings, order office supplies. Greeting visitors, routing callers, and answering questions and requests.

It is further understood that the administrative assistant must be able to perform all the office functions and duties required in a Union office including all of the aforementioned duties in order to qualify for this classification, excluding bookkeeper.