



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Apprentice & Journeymen Training Trust Fund
of the Southern California
Plumbing and Piping Industry

January 1, 2019
to
December 31, 2021



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This Agreement made and entered into at Los Angeles, California, on **June 25, 2019**, by and between the Apprentice & Journeymen Training Trust Fund of the Southern California Plumbing and Piping Industry, hereinafter referred to as the Employer, and the Office and 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 (31st) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the thirty-first (31st) 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 not 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 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 20th 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 – SUBCONTRACTING

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

ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

SECTION 4.1. 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 4.2. 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 4.3. 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 4.4. 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.

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1. The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

SECTION 5.2. 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 6 - SAFETY AND HEALTH

SECTION 6.1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

SECTION 6.2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 7 - HOURS OF EMPLOYMENT

SECTION 7.1. The regular workday shall be between the hours of 5:00 am and 6:00 pm, except as provided in Article 7, and the employee's designated starting time shall be the time to start to work.

SECTION 7.2. The regular workweek shall be Monday through Friday. All regular full-time employees shall be assigned to a regular schedule of hours that shall be thirty-five (35) and forty (40) hours. By mutual Agreement between the Employer and the Union, the Employer may change an employee's regularly scheduled hours, giving the employee an advanced fourteen (14) days' written notice of the change.

SECTION 7.3. Each employee shall be entitled to an unpaid lunch period not to exceed one (1) hour. The lunch period shall be taken not more than four (4) hours after reporting to work.

SECTION 7.4. 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 workday.

SECTION 7.5. An alternate four (4) day workweek may be scheduled upon agreement of the Employer and the Union.

The hours of work and overtime provisions shall be agreed upon by the Employer and Union at the time the four (4) day workweeks are scheduled.

The scheduling of days within the workweek shall be by seniority.

ARTICLE 8 - WAGES

SECTION 8.1. The Employer agrees to pay not less than the minimum hourly wage shown in Exhibit "A" of this Agreement.

SECTION 8.2. 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 8.3. Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

SECTION 8.4. All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 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 8.5. When the Employer requires work covered under the jurisdiction 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".

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", 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, current GSA meal and incidental rate and hotel accommodations.

If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding three hundred (300) miles.

The provisions of Article 9 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

SECTION 8.6. Any temporary or regular part-time employee working three and one-half (3½) hours consecutively or less shall be paid for not less than three and one-half (3½) hours.

SECTION 8.7. 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 8.8. 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 8.9. Any office employee hired who first reports to work and is not put to work shall receive one day's pay.

SECTION 8.10. 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 8.11. 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 8.12. 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 8.13. Holidays, vacation time, and paid personal/sick leave shall be considered time worked in this Agreement for the following purposes: holidays, vacation, personal/sick leave, and seniority accruals. The Employer shall also make dental, health and welfare, and retirement contributions on hours paid during these periods.

ARTICLE 9 - OVERTIME

SECTION 9.1. The employees shall not work overtime unless preauthorized by the Employer.

SECTION 9.2. Time and one-half (1½) shall be paid in the following cases:

(a) For regular full-time employees, all hours worked in excess of the employees' regularly scheduled hours (8 or 10) of work set under Article 7, Sections 7.2 and 7.5, exclusive of lunch period.

(b) For part-time and temporary employees, for all work performed over forty (40) hours in the regular workweek (Monday - Friday), exclusive of lunch breaks.

(c) For all work performed for the first seven (7) hours on a Saturday provided the employee has worked his or her regular schedule of hours during the regular workweek. For the purposes of this subparagraph (c), holiday and vacation time taken during the regular workweek shall be considered hours worked. If an employee has worked less than his or her regularly scheduled hours, straight time shall be paid on the number of hours, up to seven (7), that the employee is missing from his or her regular schedule.

SECTION 9.3. Double time shall be paid for in the following cases:

(a) For all hours worked in excess of ten and one-half (10½) hours in any day, Monday through Friday; (regularly scheduled eight (8) hours days).

(b) For all hours worked in excess of twelve and one-half (12½) hours in any day, Monday through Friday; (regularly scheduled ten (10) hours days).

(c) For all hours worked in excess of seven (7) hours on Saturday; and

(d) For all hours worked on Sunday.

SECTION 9.4. 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 9.5. When an employee is required to work overtime beyond twelve (12) hours, Monday through Friday, the employee shall be allowed a dinner period not to exceed one-half (½) 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 pay and shall be guaranteed three and one-half (3½) hours' pay.

SECTION 9.6. 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-time rate.

SECTION 9.7. When an employee is normally required to work on a meeting night (7:00 pm or after), said employee shall be guaranteed three and one-half (3½) hours' pay at the time and one-half (1½) regular hourly rate.

ARTICLE 10 - HOLIDAYS

SECTION 10.1. All regular employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

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

Should any of these holidays fall on a day other than a regularly scheduled workday, the employee shall receive one 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 the first regularly scheduled workday following, providing the employee is notified forty-eight (48) hours in advance which day is to be observed.

SECTION 10.2. 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 10.3. In the event any of the holidays enumerated in this Article, Section 10.1, 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 10.4. 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 10.5. A regular part-time employee shall be entitled to a paid holiday if the holiday falls on the day of the week that the employee is regularly assigned to work. Such holiday pay shall be the number of hours that the employee regularly works on that day.

ARTICLE 11 - PERSONAL LEAVE

SECTION 11.1. All regular full-time and part-time employees shall be granted ten (10) paid personal leave days per year, accrued monthly at the rate of 0.83 days. For all newly hired employees, upon the completion of their probationary period, the appropriate number of days prorated from the date of hire.

Personal leave days not used during the contract year (January 1 - December 31) shall be paid to each employee at the rate of one hundred percent (100%) of the employee's hourly rate. Personal Leave shall be accrued for employees from January 1 through December 31 of each calendar year. The payment of personal leave shall be prorated for regular part-time employees based upon the average hours worked per day.

SECTION 11.2. Whenever practicable, the employee shall provide the Employer forty-eight (48) hours notice of the intent to use a personal leave day.

SECTION 11.3. On the contract date, five (5) days of personal leave may be carried over from one year to the next.

SECTION 11.4. Sick or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for State Disability Insurance (SDI) or Workers' Compensation benefits, the Employer shall pay the employee at the rate, 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 12 - VACATIONS

SECTION 12.1. Each employee, after having been in the employ of the Employer for a period of one (1) year, shall be entitled to ten (10) working days' with pay; after five (5) years' employment shall be entitled to fifteen (15) working days' with pay; after ten years' employment shall be entitled to twenty (20) working days' with pay. This vacation shall be earned on a pro-rata basis. Extra time off can be mutually arranged.

Years of Employment	Vacation Days
One (1) year to five (5) years	Ten (10) days
Six (6) years to ten (10) years	Fifteen (15) days
Eleven (11) years or more	Twenty (20) days

SECTION 12.2. The Employer may, at their option, require tentative vacation schedules to be posted on or before January 31st of each year.

SECTION 12.3. If circumstances prevent an employee from taking a vacation in a given year, all earned, but unused vacation shall be paid to the employee on the employee's anniversary date of employment, unless the Employer and employee agree to carry over the vacation accrual.

SECTION 12.4. Vacations shall be scheduled on dates mutually agreed upon between the Employer and employee. In the event of scheduling conflicts, the employee with the greater seniority shall be given first preference.

SECTION 12.5. Regular part-time employees shall be entitled to vacation on a pro rata basis.

SECTION 12.6. If requested, employees shall receive their vacation pay prior to the start of their vacation.

SECTION 12.7. 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. Likewise, in the case of death, all accumulated vacation credits shall be paid to the employee's estate.

SECTION 12.8. On January 1st of each year, five (5) days of vacation may be carried over from one year to the next.

ARTICLE 13 – BEREAVEMENT LEAVE

In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, domestic partner, child, step-child, adopted child, mother-in-law, father-in-law, grandparents, and grandchildren) an employee shall be granted a leave of absence with pay of three (3) days.

ARTICLE 14 - LEAVE OF ABSENCE

SECTION 14.1. (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. It shall be further understood that an employee will not accrue vacation or sick time will on a medical or personal leave of absence.

(b) An employee shall be granted an extended leave of absence without pay not to exceed six (6) months beyond accumulation of paid sick leave during periods covered by State Disability or Workers' Compensation. Further, by mutual agreement, the leave of absence may be extended beyond the six (6) month period. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

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

SECTION 14.2. 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 14.3. 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 14.4. 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 14.5. Jury Duty

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 one hundred percent (100%) of their regular salary and/or wage for those hours for which absent from work during the regular workday or regular workweek up to a maximum of two (2) working days per summons, less fee or other compensation paid with respect to such jury duty. The employee will submit verification to the Employer for all hours and/or days spent on jury service.

ARTICLE 15 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 15.1. 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 15.2. The Employer shall advise the employee in writing of the discharge and the reasons thereof.

SECTION 15.3. 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 15.4. An arbitrator that is selected to hear a discharge or discipline grievance shall have the authority to order an appropriate remedy, if a violation is found. This may include ordering reinstatement with a full back wages and benefits, imposing a less severe level of discipline, or ordering reinstatement without back wages and benefits. Where back wages are ordered, the amount of back wages shall be reduced by any EDD benefits and/or employment related income earned during the back-pay period and/or may be reduced by a failure to mitigate damages.

SECTION 15.5. The following progressive discipline procedure shall apply in those circumstances where an employee's conduct or performance is appropriately disciplined through progressive steps. Nothing herein shall limit the Employer from imposing more severe discipline or from immediately terminating an employee where gross or severe misconduct justify such action.

First Offense	Verbal Warning with written acknowledgement
Second Offense	Written Warning
Third Offense	Written Warning with up to five (5) days suspension without pay
Fourth Offense	Termination with Accompanying Termination Notice

(a) Copies of all written warnings shall be mailed to the Union.

(b) Employees shall acknowledge receipt of written warnings by signing on the appropriate line. Acknowledgment of receipt does not constitute an agreement by the employee to the discipline.

(c) Warnings will remain in employee's personnel file, but not considered for any future write-ups after twenty-four (24) months provided that no related discipline has been issued within that same twenty-four (24) month period.

SECTION 15.6. Certain offenses are not subject to progressive discipline because of their nature and, in particular, their degree of seriousness. These include, but are not limited to, insubordination which is defined as: "failure by the employee to carry out a direct order" (excluding orders that are either illegal or unsafe), malicious destruction of property, theft, disclosure of the Employer's confidential information; selling, buying or possession of illegal drugs and/or alcohol, possession of weapons, and any act or threat of physical violence (i.e. representation of intent to commit physical violence).

ARTICLE 16 - SEVERANCE PAY

SECTION 16.1. 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 16.2. All unpaid vacation allowances shall be paid to the employee upon date of termination.

SECTION 16.3. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

SECTION 16.4. Employees terminated for just and sufficient cause shall forfeit the two (2) weeks' severance pay outlined in this Article of the Agreement.

ARTICLE 17 - SENIORITY

SECTION 17.1. In all cases involving promotions, transfers, layoffs, and recalls, seniority, based on continuous service at their assigned office, shall prevail provided efficiency and ability are equal. In the case of layoffs, the Employer will allow employees who so wish to volunteer for layoff prior to any other position layoffs.

SECTION 17.2. 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 17.3. 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.

ARTICLE 18 – NON-DISCRIMINATION

The Employer agrees to abide by all laws pertaining to workplace harassment and discrimination.

ARTICLE 19 - GRIEVANCES AND SETTLEMENT OF DISPUTES

SECTION 19.1. 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 five (5) 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 is first presented to the Employer, the Union shall arrange, at no cost to either party, for a mediation session through, either the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service. In the event that a session cannot be scheduled within ten (10) working days the grievance shall be automatically referred to the next step.

(c) If no agreement can be reached through mediation, the Union shall, within ten (10) working days, serve written notice on the Employer of its intent to arbitrate.

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

ARTICLE 20 - 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 21 - UNION LABEL

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

OPEIU#537 AFL-CIO, CLC

ARTICLE 22 - 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 & 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 23 - TECHNOLOGICAL CHANGES

SECTION 23.1. In the event of proposed technological changes, such as the introduction of automated office machines, the Employer agrees to discuss such changes and training with the Union representative before such changes are made.

SECTION 23.2. 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 23.3. 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 24 - 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 25 - VOTE

SECTION 25.1. 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 25.2. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit "D".

ARTICLE 26 - DURATION

This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2021 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by December 31, 2021, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

FOR THE EMPLOYER:

A&J Training Trust Fund

FOR THE UNION:

OPEIU Local 537

Ray LeVangie, III
Executive Director

Jacqueline K. White-Brown
Business Manager

Date

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

Date

EXHIBIT "A" - WAGES

SECTION A.1. Effective October 1, 2018, a one dollar and twenty-five cents (\$1.25) per hour wage increase for all current employees to be allocated between wages and pension.

Effective January 1, 2020, a one dollar and twenty cents (\$1.20) per hour wage increase for all current employees to be allocated between wages and pension.

Effective January 1, 2021, a one dollar and twenty cents (\$1.20) per hour wage increase for all current employees to be allocated between wages and pension.

SECTION A.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 that an employee may not obtain a salary above minimum or be granted an increase in pay before period specified.

Starting Pay				
Classification	2018	2019	2020	2021
Receptionist	\$15.00	\$16.00	\$1.20 Wage & Pension	\$1.20 Wage & Pension
Scheduler	\$18.00	\$19.00		
Bookkeeper	\$28.00	\$29.00		
Financial Administrator	\$33.00	\$34.00		
Journeymen Upgrade Training Administrator	\$35.00	\$36.00		
Office Manager	\$40.00	\$41.00		

EXHIBIT “B” - HEALTH AND WELFARE AND DENTAL

SECTION B.1. Effective, January 1, 2019, the Employer has agreed to pay any Health and Welfare increases, determined by the Board of Trustees of the Office & Professional Employees International Union Locals 30/537 Trust Fund, to insure the maintenance of benefits. The Employer shall have no obligation to make contributions on part-time employees who are regularly scheduled to work less than eighty (80) hours per month.

All funds currently being withheld from employees' wages shall cease. The Employer agrees to cover the total cost of Health & Welfare.

SECTION B.2. Eligibility of the employee is to be determined in accordance with the terms and provisions of the Plan established by the Office & Professional Employees International Union Locals 30/537 Health and Welfare Trust. The Employer further agrees that upon receipt of an authorization from an employee, the Employer will deduct such amount from the employee's wages so as to provide coverage for the dependents of such employee. The amount of such deduction will be determined by action of the Trust's Board of Trustees.

SECTION B.3. The parties acknowledge that the OPEIU Health and Welfare Trust may refuse to accept contributions from the Employer if the full monthly contribution is not made on behalf of each covered employee.

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

EXHIBIT “C” - PENSION - RETIREMENT FUND

SECTION C.1. OPEIU Locals 30/537 Pension

Effective October 1, 2018, the Employer shall pay into the OPEIU Locals 30/537 Retirement Fund the sum of four dollars and sixty-five cents (\$4.65) on behalf of all current bargaining unit employees. *[A total of twenty-five cents (25¢) deducted from the employee’s October 1, 2018 wage increase].*

SECTION C.2. It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours in a twelve (12) month period and who have attained the age of twenty-one (21) years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

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

SECTION C.3. National Pension Fund

Effective October 1, 2003, the Employer agrees to allow the employees to voluntarily contribute into the Steam, Refrigeration, Air Conditioning Pipe Fitters and Apprentices National Pension Plan.

SECTION C.4. 401(k) Plan

The Union wishes its members to participate in an Internal Revenue Code Section 401(k) Plan established by OPEIU International’s 401(k) Plan, which permits Employees covered under Collective Bargaining Agreements to make voluntary contributions through payroll deductions authorized by the Employee and paid through the Employer.

The Employer shall provide payroll deduction services to its Employees covered under the Collective Bargaining Agreement with the Union to permit voluntary Employee contributions to the qualified 401(k) Plan (“Plan”) adopted by OPEIU International’s 401(k) Plan.

An implementation of this 401(k) Plan will go into effect upon ratification of this Agreement.

EXHIBIT "D" - CHECKOFF AUTHORIZATION
VOICE OF THE ELECTORATE (VOTE)

TO:

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

[] \$.25 [] \$.50 [] \$1.00 [] other (check one),
[] weekly [] bi-weekly [] monthly (check one).

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

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

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

Signature

Print or type name

Home Address

City State Zip

Date Witness

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

JOB DESCRIPTIONS

Job descriptions will be updated between the Employer and the Union during the course of this agreement

OFFICE ASSISTANT

OQ Administrator – Data entry. Record keeping. Create and maintain member files. Enroll individuals in the OQ program. Assign courses and curriculum. Walk and guide individuals through the process needed to complete the OQ program. Create and issue OQ identification cards. Monitor student activity and progress. Keep students up to date on their progress and drop from program if necessary. Arrange orientation for members enrolling in program. Arrange for members' evaluations. Purchase seats for program through MEA, our online training program on an as needed basis. Run various reports.

Data Entry – Process welding hours for welding shops located in Compton, Gardena, San Diego, Ventura, Colton, Bakersfield, Van Nuys, Buellton, and San Luis Obispo. Verify members' information in ATS and add or make changes as needed. Manually calculate hours and enter in ATS. Create reports.

Office Assistant – Create folders. Enter certifications in ATS and mail. Mail class schedules. Create and mail packets. Create files. Other duties as assigned.

SECRETARY – TRAINING COORDINATORS' ASSISTANT

Schedule Apprentices, Journeyman, and Metal Trades members for classes according to curriculum and requests. Enters classes in Apprentice Tracking System (ATS) (approximately 100 classes per semester). Email book order/materials to Marietta for classes. Schedule instructors according to abilities. Schedule certification exams from UA & NITC, process applications.

Monitor grading for classes with Site Supervisors.

Process evaluations of students.

Coordinate with Local Union JACs 78, 250, 398, 494, 582, and 761 meeting minute actions of members.

Monitor training at Compton, Gardena, and Anaheim locations. Coordinate for training between Compton and Van Nuys classes.

Keep Training Coordinator apprised of classes and numbers of students for District Council reporting.

Enter certifications for dispatch purposes upon completion of classes.

Coordinate classrooms with office staff and HVAC Training Center.

Coordinate changes in the ATS software program to meet the demand of the work load.

Assist Instructors with their certifications.

Training Local Union Staff on work hours entry (local union job).

Attend instructor meetings.

Report attendance hours to State, Federal, City College, and ROP offices.

Process book or material fees for classes.

Maintain cash box for employee expense reimbursement.

ADMINISTRATIVE ASSISTANT

Enter new students attending the Colton and Bakersfield Training Centers into Apprentice Tracking System (ATS); to include Locals 364, 398, 250, 494, 582, 78, 403, and 230.

Add all new VIP students (Camp Pendleton) to ATS. Keep track of attendance and evaluations.

Create daytime, nighttime class schedules with students and instructors two semesters per year; mail out new students schedules and calendars. Order books, materials for each class. Schedule UA, NITC, and PIPE testing for all apprentices. Keep track of all attendance, incompletes, drops, and transfers.

Create Journeymen classes at both locations ongoing throughout the year and Contractor requests for up to over one-hundred (100) classes. This includes mailing or emailing student letters, collecting class payments, organizing students and instructor, books materials and other test packets. Keep track of all attendance, incompletes, drops, and transfers.

Saturday Track I and Track II classes – Out-of-town students who attend classes are scheduled for these classes. Schedule instructors. Notify students who are being dispatched through the whole year. Give students a Saturday Student Calendar and class schedules.

Prepare monthly report on all Apprentice hours to LAUSD and Marietta. Prepare monthly report on all Journeymen hours to ETP in Sacramento.

Schedule annual instructor meetings at each Training Center to update any new information. Prepare Instructor Binders for new instructors.

Prepare new Student Packets twice a year. These packets include Scholarship Loan Agreement (SLA), attendance, harassments, drug and alcohol, and many other policies for the Local Unions to give to their new, incoming students.

Process and coordinate state and regional apprenticeship contests. Attend and work at meetings and contests in Las Vegas, Gardena, San Jose, Oregon, and Arizona. Teach staff at other locations on how to work the contests.

Schedule instructors for Ann Arbor, Michigan classes.

STAFF ACCOUNTANT

Keeps a full set of books, which includes: journal entries, balance sheets, trial balance, and/or profit and loss statement.

Maintain General Ledger and Subsidiary Ledgers by maintaining records and files. Prepare and analyze account reconciliations.

Prepares payments by accruing expenses and requesting disbursements.

Maintain the Fixed Assets Schedule and associated depreciation schedules.

Assists in the preparation of monthly closing and reconciliation of specific accounts.

Assists with the year-end audit, budgeting, and other related projects as required.

Prepare board meeting reports and agendas (including iPad setup). Website design and updates.

Provide ad hoc services to other departments at the supervisor's request.

SENIOR STAFF ACCOUNTANT

Manage weekly disbursement of payroll, including garnishments, benefits and taxes to employees consistent with federal and state laws.

Communicate with Administrator and Accounts Payable to review cross-departmental impacts and reconcile data sharing.

Verify that our current employee base, including wages, benefits, sick and vacation time are in line with contracts.

Manage regular preparation of relevant management reports, including weekly, monthly, quarterly and year-end reports (gross payroll, hours worked, vacation accrual, tax deductions, benefit deductions, etc.).

Develop an annual budget to be submitted to the Board of Trustees.

Assist in Accounts Payable Department such as writing checks, checking finance report, and any areas required.

Generate and reconcile quarterly tax report and W2. Audit W-4s, payroll balance sheets, YTD earnings, etc. Prepare annual Business Property tax for 571 L forms for eight training centers. Prepare LM reports.

Manage workers compensation report. File and manage injury report.

Prepare consolidated internal and external financial statements for a superior, Board of Trustees, and/or Certified Public Accountant.

Maintain the different Trust, Property and Liaison Agreements.

Assist LAUSD and Ventura ROP Liaison with financial accounting for student hours and send out invoices. Organize and assist instructors with their State Teaching Credential and Mentor Program. Register and schedule instructors' courses for their annual training at Ann Arbor and recertification. Order, coordinate and compile books for training centers. Prepare annual Hazardous Material report for the training centers.