AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

IBEW Local 11

August 1, 2020
to
July 31, 2023
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AGREEMENT

This Agreement, made and entered into at Pasadena, California, August 20, 2020, by and between the International Brotherhood of Electrical Workers Local 11, hereinafter referred to as the “Employer”, and Office and Professional Employees International Union, Local 537, AFL-CIO, CLC hereinafter referred to as the “Union” for the period dated August 1, 2020 through July 31, 2023.

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. (1) 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) 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.

(2) 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 provide members of the Union with an equal opportunity to fill the position. The Employer shall post the job opening in each office for five (5) calendar days and shall notify the Union of the job opening. 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 be required or permitted to participate in the internal politics or political action of IBEW Local 11, nor shall any employee be required or permitted to campaign for or against any candidates for IBEW Local 11 office. Any employee who engages in conduct prohibited by this Section shall be discharged.

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 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

SECTION 3.1. All employees may be regarded as probationary employees for the first one hundred and twenty (120) 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. Upon written request of the employer, the Union shall grant an additional sixty (60) days extension of probation.

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 four (4) 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 sick leave, weekly wage guarantee, and vacation shall be figured on a pro rata basis consistent with the time regularly employed each week.

ARTICLE 4 - UNION REPRESENTATION

SECTION 4.1. The representative 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 that cannot be performed 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

The Employer agrees to comply with all Local, State, and Federal Health and Safety Laws and Ordinances.

ARTICLE 6 - HOURS OF EMPLOYMENT

SECTION 6.1. The regular workweek shall be five (5) eight (8) hour days, Monday through Friday, inclusive, excluding a lunch period of one (1) hour. The lunch hour shall be taken not more than five (5) hours after reporting to work.

SECTION 6.2. The regular workday shall be between the hours of 6:30 a.m. and 5:00 p.m., and the employee’s designated starting time shall be the time to start to work.

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 hourly 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 direct the work performed by two (2) or more employees, when two (2) or more employees are under the direct control and direction of such employee, shall receive compensation of not less than forty dollars ($40.00) per week more than the highest paid regular employee over which such employee has control and direction, or forty dollars ($40.00) in addition to the regular salary, whichever is greater. Any employee who is required to direct the work performed by five (5) or more employees, when five (5) or more employees are under the direct control and direction of such employee, shall receive compensation of not less than sixty dollars ($60.00) per week more than the highest paid regular employee over which such
employee has control and direction, or sixty dollars ($60.00) in addition to the regular salary, whichever is greater.

SECTION 7.5. 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 attending IBEW Local 11 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 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 employee shall be paid only for actual hours worked. Any temporary employee may be paid under the trainee classification for which hired as set forth in Exhibit “A” of this Agreement as established under the heading: First 6 Months.

SECTION 7.8. Any new employee who has previously worked in any trade 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 one hundred and twenty (120) days of date of hire, receive as minimum starting wage the rate as established in Exhibit “A” of this Agreement under the heading: After 1 Year. Upon written request of the employer, the Union shall grant an additional sixty (60) day extension of probation.

SECTION 7.9. A designated weekly payday shall be Thursday of each week, 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 employee, who first reports to work and is not put to work shall receive four (4) hours 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 for 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) the regular hourly rate shall be paid for any and all work performed in excess of the regular full-time work day and the regular full-time work week, Monday through Friday, except as provided in Section 8.3 (1) of this Article, and for any time worked on Saturday.

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

1) For all overtime hours worked in excess of twelve (12) hours in any one day Monday through Friday.

2) For any time worked on Sunday, holiday, or a day observed as such.

**SECTION 8.4.** 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 two (2) hours’ pay at the time and one-half (1½) hourly rate of pay.

**SECTION 8.5.** When an employee is normally required to work on a meeting night (7:00 p.m. 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 9 - HOLIDAYS**

**SECTION 9.1.** The holidays observed under this Collective Bargaining Agreement shall be the holidays and non-scheduled workdays provided for under Section 3.03 of the Inside Wiremen’s Agreement between Local Union 11 of the IBEW and NECA.
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 (2) times the regular 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 pay shall be allowed for each holiday so occurring.

SECTION 9.4. A temporary employee shall be paid for a holiday after fifteen (15) days of employment, if the employee has worked the day preceding and the day following the holiday.

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

ARTICLE 10 - PERSONAL LEAVE DAYS

SECTION 10.1. (1) All regular employees shall be granted, with pay, ten (10) days’ personal leave per year.

(2) Personal leave shall be granted in case of sickness or injury to the employee or to care for illness or injury to the employee’s children, spouse, parents, or for other personal needs of the employee.

(3) All unused personal leave shall be accumulated to the maximum of ten (10) working days to be used as needed, with pay, in case of prolonged illness. Beginning on each employee’s first (1st) anniversary date on or after June 1, 1986, the Employer will review the prior twelve (12) months’ accumulation of personal leave under this sub-section. Any employee who would have during the prior twelve (12) months accumulated personal leave beyond the maximum of ten (10) days, will receive pay in lieu of such accumulation beyond the maximum of ten (10) days at fifty percent (50%) of the then current hourly rate.

(4) Senior employees with five (5) or more years of service with the Employer shall be granted an additional five (5) days’ personal leave with pay if and when needed, after the Article 10 sub-section 3 personal leave has been exhausted. In no event may such senior employee accumulate more than ten (10) days of total personal leave. This additional five (5) days of paid personal leave provided for senior employees is intended for use in cases of prolonged illness and may only be taken to cover periods of illness or injury which exceed three (3) days in duration which illness or injury must be verified by a doctor’s certificate. Unused personal leave under this sub-section shall not accumulate from year to year and will not be paid for if unused, it is intended to be available only for actual use.

(5) If the employee is absent from work three (3) days or more, the Employer may request a doctor’s certificate.
**SECTION 10.2.** Personal or injury leave shall be converted into cash time with the Employer paying personal leave and/or when the employee becomes eligible for State Disability Insurance (SDI) or Workers Compensation Benefits, the Employer shall pay the difference between the amount received by the employee from SDI or Workers Compensation and the amount the employee would have received had he/she been fully employed.

Such payments shall be continued by the Employer until all personal leave money accumulated and due the employee has been paid to the employee.

**ARTICLE 11 - VACATIONS**

**SECTION 11.1.** Employees are eligible for vacation with pay as follows:

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<th>YEARS OF SERVICE</th>
<th>ANNUAL VACATION</th>
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<tr>
<td>After one (1) year</td>
<td>One (1) weeks</td>
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<tr>
<td>After two (2) years</td>
<td>Two (2) weeks</td>
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<tr>
<td>After five (5) years</td>
<td>Three (3) weeks</td>
</tr>
<tr>
<td>After ten (10) years</td>
<td>Four (4) weeks</td>
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</tbody>
</table>

Vacation is earned and accrued month by month from the date of employment at the rate of 1/12\(^{th}\) of the week vacation per month for those employees who have been employed more than one (1) year but less than three (3) years; at the rate of 1/12\(^{th}\) of the two (2) weeks annual vacation per month for those employees who have completed three (3) years of service, at the rate of 1/12\(^{th}\) of the three (3) weeks annual vacation per month for those employees who have completed five (5) years of service; and at the rate of 1/12\(^{th}\) of the four (4) weeks annual vacation per month for those employees who has completed ten (10) years of service. Vacations may be carried over from year to year with written consent of the Employer.

**SECTION 11.2.** Employees may carryover up to no more than ten (10) vacation days per year. Employees may use vacation time in hourly increments.

**SECTION 11.3.** Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Seniority shall be given full consideration in scheduling vacations.

**SECTION 11.4.** Vacation pay for vacation periods of less than five (5) consecutive workdays shall be paid on the employee’s regular paycheck. Vacation days taken in excess of four (4) consecutive workdays shall be paid in advance of the employee’s vacation period and shall be computed at the employees straight-time hourly rate. An employee’s earned vacation time shall not be used in lieu of the two (2) weeks’ termination notice.
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 to the legally recognized beneficiary of the estate of the deceased.

ARTICLE 12 - LEAVE OF ABSENCE

SECTION 12.1. (1) 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.

Health and Welfare payments shall be paid by the Employer for the calendar month following such leave of absence. 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.

(2) Employees shall be granted extended leaves 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 six (6) month period. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

(3) Replacement of employees 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, brother, sister, spouse, children, mother & father-in-law, grandparents, grandchildren, and domestic partner), an employee shall be granted a leave of absence of three (3) days with pay. If the death of such immediate family member is outside of the State of California, the employee shall be granted an additional two (2) days’ leave with pay. This leave is not to be charged against sick leave.

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 seventy-five percent (75%) of their regular salary, not to exceed ten (10) regular workdays, for those hours for which absent from work during the regular workday or regular workweek, less fee or other compensation paid with respect to such jury duty. In the event the needs of the office are such that the employee cannot serve they will cooperate with the Employer in appealing the call to jury duty.
ARTICLE 13 - 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 any employee because of their Union activities.

SECTION 13.2. The Employer agrees to advise the Union, if requested in writing, of any discharge and the reasons, therefore.

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. The 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 the Employer or the Arbitrator determines otherwise.

SECTION 13.5. Other than as set forth below as cause for immediate discharge, where an employee’s conduct warrants the imposition of discipline, the following progressive disciplinary system shall be established:

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<tr>
<th>First Disciplinary Warning</th>
<th>Verbal (Written record)</th>
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<tbody>
<tr>
<td>Second Disciplinary Warning</td>
<td>Written</td>
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<tr>
<td>Third Disciplinary Warning</td>
<td>Written termination or suspension</td>
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Employees engaging in the following conduct shall not be disciplined pursuant to the above progressive disciplinary system but instead shall be immediately discharged: Dishonesty, physical altercation, theft, insubordination, or being found to be under the influence as defined in the Union/Employer joint drug policy, engaging in IBEW 11 internal political activities as described in Article 2, Section 2.4.

ARTICLE 14 - SEVERANCE PAY

SECTION 14.1. If the Employer discontinues the services of a regular employee working five (5) or more years, said employee shall be given one (1) week’s written notice immediately prior to the date of termination, or one (1) week’s 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 one (1) week’s severance pay outlined in this Article of the Agreement.
ARTICLE 15 - SENIORITY

SECTION 15.1. In all cases involving layoffs, demotions, and scheduling of vacations, seniority based on continuous service with the Employer shall govern where fitness, ability, competence, and reliability are equal.

SECTION 15.2. Continuous employment for the purpose of seniority shall be deemed broken if the employee quits, is laid off, or is discharged, so long as the discharge is not reversed through the grievance procedure. In case of layoff, seniority will continue if the employee is recalled within eight (8) months.

ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES

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:

(1) The grievance must be presented to the Employer within fifteen (15) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

(2) If no agreement can be reached on the grievance within fifteen (15) working days from the date it was first presented to the Employer, either party may within thirty (30) days submit the dispute to arbitration. If the grievance is not submitted to arbitration within said thirty (30) day period, the grievance will be considered as waived.

(3) The Arbitrator shall be selected from an odd-numbered list on a panel to be submitted by the Federal Mediation and Conciliation Service (FMCS). 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. The arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days. The decision of the arbitrator shall be final and binding upon all parties hereto provided however that the arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract, or in any way modify the provisions and terms of this Agreement.

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 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 automation that could replace a bargaining unit employee, the Employer agrees to discuss such changes with the Union representative before such changes are made.

SECTION 20.2. 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 20.3. 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.

ARTICLE 21 - RULES AND REGULATIONS

The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations for 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 on 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.

DRUG TESTING: The parties hereby agree to develop and attach to this Agreement a Drug Testing Policy.

ARTICLE 22 - MANAGEMENT RIGHTS

The parties recognize that it is the right, obligation, and responsibility of the Employer to operate its business in the manner which is consistent with its goals. Therefore, except as expressly and clearly limited by specific terms of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to management of the business, including but not limited to, the following: to determine, select, and direct the employees assigned to any classification of work or work assignment; to determine the number of employees assigned to any classification of work or work assignment; to establish and change work schedules; to lay off or otherwise release employees from duty for lack of work, to discipline any employee, including suspension and discharge for just cause; to discontinue conduct of business or operations
in whole or in part; and to institute technological changes and otherwise to take such measures as the Employer may reasonably determine to be necessary to the orderly, efficient, and economical operation of the business.

Employer shall furnish the Union with copies of changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, ten (10) regular workdays before such changes become effective.

**ARTICLE 23 - VOTE**

**SECTION 23.1.** 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 23.2.** A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit “D”. 
ARTICLE 24 - DURATION

This Agreement shall be in full force and effect from August 1, 2020 through July 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 July 31, 2023, 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:
IBEW Local 11

FOR THE UNION:
OPEIU Local 537

Joel Barton
Business Manager

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

Date

Date

JKW:mm
OPEIU#537/aff-cio,clc
**EXHIBIT “A” - WAGES**

**SECTION A.1.** Effective August 1, 2020, a one dollar and seventy-five cents ($1.75) wage increase for all current employees.

<table>
<thead>
<tr>
<th>CLASSIFICATIONS</th>
<th>First 6 Months</th>
<th>After 6 Months</th>
<th>After 1 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Office Cashier Assistant Bookkeeper</td>
<td>$25.10</td>
<td>$25.81</td>
<td>$27.41</td>
</tr>
<tr>
<td>3. Dispatcher</td>
<td>$25.28</td>
<td>$26.01</td>
<td>$27.65</td>
</tr>
<tr>
<td>4. Administrative Professional Bookkeeper</td>
<td>$25.74</td>
<td>$26.44</td>
<td>$28.30</td>
</tr>
<tr>
<td>5. Lead Dispatcher Lead Administrative Professional</td>
<td>$26.42</td>
<td>$27.58</td>
<td>$30.70</td>
</tr>
<tr>
<td>6. Bookkeeper-Accountant Administrative Assistant Executive Assistant</td>
<td>$26.42</td>
<td>$27.58</td>
<td>$30.70</td>
</tr>
<tr>
<td>7. Controller</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paid at the salary grade level for the classification working.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Effective August 1, 2021, a one dollar and fifty cents ($1.50) wage increase for all current employees.

<table>
<thead>
<tr>
<th>CLASSIFICATIONS</th>
<th>First 6 Months</th>
<th>After 6 Months</th>
<th>After 1 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Office Cashier Assistant Bookkeeper</td>
<td>$26.60</td>
<td>$27.31</td>
<td>$28.91</td>
</tr>
<tr>
<td>3. Dispatcher</td>
<td>$26.78</td>
<td>$27.51</td>
<td>$29.15</td>
</tr>
<tr>
<td>4. Administrative Professional Bookkeeper</td>
<td>$27.24</td>
<td>$27.94</td>
<td>$29.80</td>
</tr>
<tr>
<td>5. Lead Dispatcher Lead Administrative Professional</td>
<td>$27.92</td>
<td>$29.08</td>
<td>$32.20</td>
</tr>
<tr>
<td>6. Bookkeeper-Accountant Administrative Assistant Executive Assistant</td>
<td>$27.92</td>
<td>$29.08</td>
<td>$32.20</td>
</tr>
<tr>
<td>7. Controller</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
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Effective August 1, 2022, a one dollar and fifty cents ($1.50) wage increase for all current employees.

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<th>First 6 Months</th>
<th>After 6 Months</th>
<th>After 1 Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Office Support</td>
<td>$27.48</td>
<td>$28.13</td>
<td>$29.59</td>
</tr>
<tr>
<td>Receptionist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Office Cashier Assistant</td>
<td>$28.10</td>
<td>$28.81</td>
<td>$30.41</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td></td>
<td></td>
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<tr>
<td>Lead Administrative Professional</td>
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<tr>
<td>6. Bookkeeper-Accountant</td>
<td>$29.42</td>
<td>$30.58</td>
<td>$33.70</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td></td>
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<td></td>
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<tr>
<td>Executive Assistant</td>
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</tr>
<tr>
<td>7. Controller</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Floater</td>
<td>Paid at the salary grade level for the classification working.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bonus** Upon ratification, the Employer will pay a one-time Hero’s Bonus of five hundred dollars ($500.00) to all employees who reported to work daily during, (March 19, 2020 to May 15, 2020), the COVID-19 Pandemic.

**SECTION A.2. FLOATER**

It is understood that this classification is not to be construed or used to avoid hiring of a permanent employee where one is needed, but rather to allow the Employer to have the flexibility within the staff to handle special projects, seasonal fluctuations of work volume, vacations, sick leave, leave of absence, and unexpected emergencies.

The “Floater” will be entitled to be paid at the highest wage rate for the classification for which the work is being performed, but in no case less than the wage and benefits of the employee “Floating”.

Fringe Benefits will be paid in accordance with the collective bargaining Agreement.
EXHIBIT “B” - HEALTH AND WELFARE AND DENTAL

SECTION B.1. Effective August 1, 2020, the Employer shall pay into the Office and Professional Employees International Union Local 30/537 Health & Welfare Fund increases determined by the Trust Fund to insure the maintenance of benefits, one-thousand four hundred dollars ($1,400.00) per month on behalf of each regular full-time regular part-time employee, working twenty-one (21) hour or more each week coming under the jurisdiction of this Agreement. This benefit will be effective upon date of hire.

Effective August 1, 2021, the Employer shall pay into the Office and Professional Employees International Union Local 30/537 Health & Welfare Fund increases determined by the Trust Fund to insure the maintenance of benefits, one-thousand five hundred and twenty-five dollars ($1,525.00) per month on behalf of each regular full-time regular part-time employee, working twenty-one (21) hour or more each week coming under the jurisdiction of this Agreement. This benefit will be effective upon date of hire.

Effective August 1, 2022, the Employer shall pay into the Office and Professional Employees International Union Local 30/537 Health & Welfare Fund increases determined by the Trust Fund to insure the maintenance of benefits, one-thousand six hundred and fifty dollars ($1,650.00) per month on behalf of each regular full-time regular part-time employee, working twenty-one (21) hour or more each week coming under the jurisdiction of this Agreement. This benefit will be effective upon date of hire.

SECTION B.2. Effective October 1, 2019, the Employer agrees to pay the dependent coverage of one hundred and fifty dollars ($150.00). 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.

SECTION B.3. In the event the Trustees determine that the monthly contribution for Health and Welfare and Dental coverage must increase, the parties shall open the Agreement to negotiate how the increased contribution will be paid. The increase shall not be effective until the parties have negotiated and reached agreement on how the increased contribution will be paid. 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.

SECTION B.4. All regular full-time and regular part-time employees, hired on or after May 1, 2000 and regularly scheduled to work twenty-one (21) hours or more a week, will be entitled to health and welfare benefits in accordance with the OPEIU Locals 30/537 Health and Welfare Fund.
EXHIBIT “C” - PENSION-RETIREMENT FUND

SECTION C.1. The Employer shall pay into the Office and Professional Employees International Union Local 30/537 Retirement Plan effective August 1, 2020 the sum of three dollars and ninety cents ($3.90) per hour for each regular and regular part time employee. Such hourly contributions will not exceed a maximum of forty (40) hours per week. A full hour’s contributions shall be paid for any portion of an hour worked. [A total of twenty-five cents (25¢) deducted from the employee’s August 1, 2019 wage increase].

The Employer shall pay into the Office and Professional Employees International Union Local 30/537 Retirement Plan effective August 1, 2021 the sum of four dollars and fifteen cents ($4.15) per hour for each regular and regular part time employee. Such hourly contributions will not exceed a maximum of forty (40) hours per week. A full hour’s contributions shall be paid for any portion of an hour worked. [A total of twenty-five cents (25¢) deducted from the employee’s August 1, 2019 wage increase].

The Employer shall pay into the Office and Professional Employees International Union Local 30/537 Retirement Plan effective August 1, 2022 the sum of four dollars and forty cents ($4.40) per hour for each regular and regular part time employee. Such hourly contributions will not exceed a maximum of forty (40) hours per week. A full hour’s contributions shall be paid for any portion of an hour worked. [A total of twenty-five cents (25¢) deducted from the employee’s August 1, 2019 wage increase].

SECTION C.2. Such payments shall be made for employees on paid vacations, holidays or sick leave.

SECTION C.3. OPEIU Local 537 agrees to foster and encourage participation of its membership in the Section 401K plan being developed by IBEW Local 11 for its officers, business agents and clerical staff.
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