



AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

Ironworkers Local 433

June 1, 2019  
to  
May 31, 2022



<b><u>ARTICLE</u></b>	<b><u>PG</u></b>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - UNION SHOP .....	1
ARTICLE 3 - SUBCONTRACTING .....	2
ARTICLE 4 – PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES	2
ARTICLE 5 - UNION REPRESENTATION .....	3
ARTICLE 6 - SAFETY AND HEALTH .....	3
ARTICLE 7 - HOURS OF EMPLOYMENT .....	3
ARTICLE 8 - WAGES.....	3
ARTICLE 9 - OVERTIME .....	5
ARTICLE 10 - HOLIDAYS.....	6
ARTICLE 11 - SICK LEAVE .....	7
ARTICLE 12 - VACATIONS .....	8
ARTICLE 13 - LEAVE OF ABSENCE .....	9
ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE .....	9
ARTICLE 15 - SEVERANCE PAY .....	10
ARTICLE 16 - SENIORITY.....	10
ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES.....	11
ARTICLE 18 - NON-DISCRIMINATION .....	11
ARTICLE 19 - VALIDITY OF AGREEMENT .....	12
ARTICLE 20 - UNION LABEL .....	12
ARTICLE 21 - UNION OFFICE CARD .....	12
ARTICLE 22 - TECHNOLOGICAL CHANGES .....	12
ARTICLE 23 - VOTE .....	12
ARTICLE 24 - DURATION .....	13
EXHIBIT “A” – WAGES .....	14
EXHIBIT “B” – HEALTH & WELFARE CONTRIBUTIONS.....	16
EXHIBIT “C” – PENSION CONTRIBUTIONS .....	17
EXHIBIT “D” CHECK OFF AUTHORIZATION VOICE OF THE ELECTORATE.....	18
JOB DESCRIPTIONS .....	19





This Agreement made and entered into at Los Angeles, California, on May 29, 2019, by and between the Ironworkers Union Local No. 433 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 (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 and 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 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 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 - 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 ninety (90) calendar days of employment. The Employer may request an extension of thirty (30) days which shall automatically be granted by the Union. 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 provided in Section 4.3 of 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. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the minimum dues rate.

**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 6 am and 6 pm, except as provided in Article 9, and the employee's designated starting time shall be the time to start to work.

**SECTION 7.2.** The regular workweek shall be five (5) seven (7) consecutive 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. Upon authorization of the Employer, an eighth hour may be worked, at the regular rate of pay.

(A) An employee who works less than thirty-five (35) hours per week is designated a "part-time regular employee" as provided in Article 4, Section 4.4.

(B) An alternate four (4) day workweek may be mutually agreed to by the Union/affected employee/Employer as follows:

Four (4) eight and three-quarter ( $8\frac{3}{4}$ ) hour days, excluding a lunch period of not more than one (1) hour. All hours of work performed under this alternative workweek shall be paid at the employee's straight time hourly rate of pay.

This four (4) day shift would apply only to the main office and not the sub-offices due to those offices only being manned by one (1) secretary.

**SECTION 7.3.** 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 8 - WAGES**

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

**SECTION 8.2.** The Employer has the option of continuing any past, present or future merit increases based solely on merit.

**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 8.6 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 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", "1<sup>st</sup> 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", "1<sup>st</sup> 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 9 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 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 "1<sup>st</sup> Year."

**SECTION 8.7.** 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 ninety (90) days of date of hire receive as a minimum starting wage the rate as established in Exhibit "A" of this Agreement under the heading "1<sup>st</sup> Year"



**SECTION 8.8.** 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 8.9.** 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 8.10.** Any office employee hired who first reports to work and is not put to work shall receive one (1) day's pay.

**SECTION 8.11.** 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 8.12.** 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 8.13.** 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 8.14.** 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 9 - OVERTIME**

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

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

- (A) Any and all work performed in excess of eight hours (8) of the regular full-time workday, Monday through Friday as outlined in Article 7, Section 7.2; and
- (B) Any and all work for the first eight (8) hours on Saturday.

**SECTION 9.3.** 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, Monday through Friday;
- (B) For all hours worked in excess of eight (8) hours on Saturday; and
- (C) For all hours on Sunday, or time worked on a holiday or day observed as such.

**SECTION 9.4.** When an employee is required to work overtime beyond 6 pm, Monday through Friday, 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 pay and shall be guaranteed three and one-half (3½) hours' pay.

**SECTION 9.5.** 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) rate.

**SECTION 9.6.** When an employee is normally required to work on a meeting night (7 pm or after), said employee shall be guaranteed two (2) hours' pay at the time and one-half (1½) regular hourly rate.

### **ARTICLE 10 - HOLIDAYS**

**SECTION 10.1.** (A) All regular employees coming under the jurisdiction of this Agreement shall receive the same holidays as the Collective Bargained Agreement of the District Council of Ironworkers of the State of California and vicinity for the area our offices are located.

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day

(B) In addition, the employee's birthday shall also be a paid holiday. If said birthday should fall on a Saturday, Sunday, or holiday, the Employer and employee shall mutually agree on a day in lieu of said birthday.

**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 (2) 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 paid for a holiday at the regular scale, if the holiday falls within the time regularly employed each week or month.

## **ARTICLE 11 - SICK LEAVE**

**SECTION 11.1.** (A) All regular employees shall be granted, with pay, twelve (12) days' sick leave per year, accumulated at the rate of one (1) day per month from date of hire.

(B) Sick leave may be used for the diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member (child, parent, spouse, or domestic partner in accordance with state law), or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

(C) All unused sick leave shall be accumulated at the rate of one (1) day per month to the maximum of twenty (20) working days to be used as needed with pay in case of prolonged illness.

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

(E) One (1) of the above-outlined twelve (12) days per year shall be granted as paid leave at a time mutually agreed upon between the Employer and the employee.

**SECTION 11.2.** 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 benefits (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 the employee been fully employed.

**SECTION 11.3.** Any employee, who would have during the prior twelve (12) months accumulated sick leave up to a maximum of five (5) days, will receive pay in lieu of such accumulation beyond the maximum five (5) days at one hundred (100%) percent of the then current hourly rate.

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

The Employer and the Union acknowledge that, although under no obligation, there may be instances where the Employer approves the payout of unused sick leave or vacation leave (with the exception of vacation leave payout upon termination of employment). In these instances, the payment of such time will be considered as an employee bonus and not be considered as time worked for the purpose of Pension, Health and Welfare, and Seniority.

## ARTICLE 12 - VACATIONS

**SECTION 12.1.** 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	Two (2) weeks
5 – 9 years	Three (3) weeks
10 years or more	Four (4) 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.

**SECTION 12.2.** Vacation is earned and accrued month by month from the date of employment at the rate of one-twelfth (1/12) 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 one-twelfth (1/12) 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 one-twelfth (1/12) of the four (4) weeks' annual vacation per month for those employees who have completed nine (9) years of service.

If circumstances prevent an employee from taking a vacation in a given year, all earned, but unused vacation, up to a maximum of five (5) days, shall be paid to the employee, upon request, unless the Employer and the employee agree to carry over the vacation accrual, up to a maximum of five (5) days at the then current rate of pay. Vacation carryovers must be used prior to June 1 of each calendar year.

The Employer and the Union acknowledge that, although under no obligation, there may be instances where the Employer approves the payout of unused sick leave or vacation leave (with the exception of vacation leave payout upon termination of employment). In these instances, the payment of such time will be considered as an employee bonus and not be considered as time worked for the purpose of Pension, Health and Welfare, and Seniority.

**SECTION 12.3.** 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.

**SECTION 12.4.** 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 12.5.** 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 12.6.** 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 13 - LEAVE OF ABSENCE**

**SECTION 13.1.** (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) 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 13.2.** In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, 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.

**SECTION 13.3.** 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 13.4.** 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.

### **ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE**

**SECTION 14.1.** 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.

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) and willful violation of department or Employer’s written policies and procedures, receipt of which has been acknowledged in writing by the employee. In addition, they include malicious destruction of property, theft, disclosure of membership and confidential information; abusive and/or offensive language, selling, buying or possession of illegal drugs and/or alcohol, possession of weapons, and any act or threat (i.e. representation of intent to commit physical violence) of physical violence. The above list of causes for immediate termination is not exclusive, but illustrative of the kinds of incidents which can support immediate termination.

**SECTION 14.2.** Where the employee's work performance affects the operations or are in violation of policies of the Employer, a progressive discipline system, illustrated below, shall be used. Copies of all written warnings shall be mailed to the Union.

First Violation	Verbal with written warning
Second Violation	Written warning
Third Violation	Termination

The employee is required to sign all warnings issued in connection with the disciplinary action. The signature only acknowledges receipt of the warning, not necessarily in agreement with its contents. The employee will receive a copy of each such warning.

**SECTION 14.3.** The Employer shall give a discharged Employee a written notice of termination with the reason and send a copy to the Union at the same time.

### **ARTICLE 15 - SEVERANCE PAY**

**SECTION 15.1.** If the Employer discontinues the services of a regular or regular part-time 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, unless the employee is terminated for just cause.

**SECTION 15.2.** All unpaid vacation allowances shall be paid to the employee upon date of termination.

**SECTION 15.3.** An employee intending to resign shall give the Employer two (2) weeks’ notice of such intention.

**SECTION 15.4.** Employees terminated for just and sufficient cause shall forfeit the two (2) weeks’ severance pay outlined in this Article of the Agreement.

### **ARTICLE 16 - SENIORITY**

**SECTION 16.1.** 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 16.2.** 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 one hundred eighty (180) days.

**SECTION 16.3.** In the event of layoff, the Employer will meet with the Union to discuss work sharing and workload reductions. In the event an employee's job is eliminated, 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 seniority and will be paid the rate applicable to the new classification. Any employee who, at the time of layoff, does not exercise his/her bumping rights shall forfeit his/her recall rights to any of the classifications into which he/she could have bumped, but shall retain recall rights to the laid off classification.

## **ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES**

**SECTION 17.1.** 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, in writing, after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

(B) The Employer and the grievant mutually agree State or Federal Mediation and Conciliation Services can be utilized to effectuate resolution of disputes, at no cost to the parties, prior to arbitration request.

(C) 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.

(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 18 - NON-DISCRIMINATION**

The parties hereto affirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis of sex, race, color, creed, national origin, age, marital status, and physical handicaps in accordance with applicable State and Federal Law.

## **ARTICLE 19 - 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 20 - UNION LABEL**

The Employer agrees that all correspondences and other material leaving the Employer's office shall bear the Office and Professional Employees International Union Label. The Union Label shall be affixed as follows:

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

## **ARTICLE 21 - 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 22 - TECHNOLOGICAL CHANGES**

**SECTION 22.1.** In the event of proposed technological changes, such as the introduction of automation, the Employer agrees to discuss such changes with the Union representative before such changes are made.

**SECTION 22.2.** 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 22.3.** In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees 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 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 check off 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 June 1, 2019 through May 31, 2022, 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, 2022, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until a successor agreement is negotiated.

**FOR THE EMPLOYER:**

Ironworkers Union Local #433

---

Keith Harkey  
Business Manager/Financial Secretary

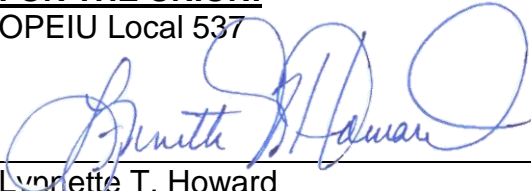
---

Date

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

**FOR THE UNION:**

OPEIU Local 537



---

Lynnette T. Howard  
Business Representative

*6/19/2019*

---

Date

## EXHIBIT "A" – WAGES

**SECTION A.1.** 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.

Employees Hired After June 1, 2019			
Salary Grade/Classification	1 <sup>st</sup> YEAR	2 <sup>nd</sup> YEAR	3 <sup>rd</sup> YEAR
1. General Office Support Receptionist	\$16.00	\$17.00	\$19.00
2. Assistant Bookkeeper Office Cashier	\$17.00	\$18.00	\$20.00
3. Dispatcher	\$18.00	\$19.00	\$21.00
4. Bookkeeper Compliance Secretary	\$19.00	\$20.00	\$22.00
5. Administrative Assistant/Office Manager Accountant	\$20.00	\$21.00	\$23.00

Effective June 1, 2019, a one-dollar (\$1.00) wage increase for all current employees. *[Employees may allocate a portion of the wage increase to their pension or annuity.]*

Effective June 1, 2020, a one-dollar (\$1.00) wage increase for all current employees. *[Employees may allocate a portion of the wage increase to their pension or annuity.]*

Effective June 1, 2021, a one-dollar (\$1.00) wage increase for all current employees. *[Employees may allocate a portion of the wage increase to their pension or annuity.]*

**\*\***Upon mutual agreement with the Employer and the Union it may take up to two years of continued employment to reach the weekly wage rates as listed.

The skilled trade union office employee is to be used in offices employing no more than one (1) employee. Salary Grade 5 is not to be construed as applying to one (1) employee offices. Employees covered under the above-outlined labor grades may perform work in a lateral or lower classification, provided they possess the necessary skills.

**SECTION A.2. LEAD PERSON** - The Employer may appoint employees covered by this Agreement to a position known as lead person. Such lead person shall not have the authority to hire, fire, suspend, or discipline other employees, nor to effectively recommend such actions, but shall solely transmit orders from the Employer and lead other employees in the performance of their duties. Lead persons shall be paid at least

five dollars (\$5.00) per week more than the highest paid employee if leading 2-4 employees, or at least five dollars (\$5.00) per week in addition to their regular salary, whichever is greater; and at least ten dollars (\$10.00) per week more than the highest paid employee if leading five (5) or more employees or at least ten dollars (\$10.00) per week in addition to their regular salary, whichever is greater.

**SECTION A.3. BI-LINGUAL 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 & WELFARE CONTRIBUTIONS**

**SECTION B.1.** Effective June 1, 2013, the Employer shall pay into the Ironworkers Welfare plan the minimum amount necessary to maintain coverage for eligible employees, up to a maximum contribution of eight hundred and seventy-five dollars (\$875.00) per month per eligible employee.

**SECTION B.2.** Eligibility of the employee is to be determined in accordance with the terms and provisions of the Plan established by the trustees of the Ironworkers Health and Welfare plan.

**SECTION B.3.** In the event that the maximum contribution amount of eight hundred and seventy-five dollars (\$875.00) becomes insufficient to maintain insurance for eligible employees, the amount of such deduction will be determined by action of the Trustees. The parties shall open the Agreement to negotiate how the increased contribution will be paid.

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.** 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, excluding Health and Welfare contributions.

## **EXHIBIT “C” – PENSION CONTRIBUTIONS**

**SECTION C.1.** Effective June 1, 2010, the Employer agrees to pay two dollars and eighty cents (\$2.80) per compensable hour for all regular full-time and part-time employees. *[Ten cents (10¢) was deducted from employee’s June 1, 2010 wage increase and added to OPEIU Pension Contributions.]*

Payable to OPEIU Locals 30/537 Retirement Plan for each regular full-time and regular part-time employee.

Any pension increases will be determined by the bargaining unit each year of the Agreement. Amount, if any, will be deducted from negotiated wage increase.

**SECTION C.2.** Such payments shall be made for employees on paid vacations, holidays, or sick leave. No benefits will be paid on payout of unused sick or vacation pay.

**SECTION C.3.** 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.4. California Field Ironworkers Annuity Trust**

Effective October 1, 2007, the Employer shall contribute fifteen percent (15%) of the gross hourly income, not including overtime or bonuses to the California Field Ironworkers Annuity Trust for bargaining unit employees in the employ of the Employer prior to June 1, 2007 in accordance with the rules and regulations of that plan.

Effective October 1, 2007, the Employer shall contribute five percent (5%) of the gross hourly income, not including overtime or bonuses to the California Field Ironworkers Annuity Trust for bargaining unit employees hired on or after June 1, 2007 in accordance with the rules and regulations of that plan.

Effective June 1, 2016, after five (5) years of employment the Employer will contribute ten percent (10%) and after ten (10) years of employment the Employer will contribute fifteen percent (15%).

Effective June 1, 2013, an additional fifty-five cents (.55¢) increase paid into the California Field Ironworkers Annuity Trust.

It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

**EXHIBIT "D" CHECK OFF AUTHORIZATION VOICE OF THE ELECTORATE**

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 check off 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**

### **SALARY GRADE 1**

**OFFICE CLERK** - Works under the direction of an office manager, administrative assistant or bookkeeper-accountant and performs clerical work requiring little special training, but the performance of which requires the use of a typewriter and whose work involves typing reports and other matters from rough draft, marginal note, verbal instructions, or corrected copy; and maintains visible, loose leaf, and other type files, checks and alphabetizes record and performs one or more of the following: assists the bookkeeper in tying payroll, operates an addressograph or similar type machine, and mimeograph or duplicating machine. Assists superior in serving the membership by answering inquiries by telephone or in person, sorts and distributes mail.

**RECEPTIONIST** - Duties involve answering phones; handling incoming and outgoing calls. In addition, may record toll calls and take messages. Performs typing or other routine clerical work as part of regular duties. The typing or clerical work may take the major part of the time while answering phones.

### **SALARY GRADE 2**

**ASSISTANT BOOKKEEPER** - Under supervision performs clerical duties in keeping financial and statistical records in connection with simple bookkeeping records, operates various office machines. May make payroll and reconcile bank statements. Posts financial data to various ledgers and journals or file cards. May type file cards or other similar forms.

**OFFICE CASHIER** - Receives dues and incoming cash from Union members at desk or 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.

### **SALARY GRADE 3**

**DISPATCHER** - Assists the members in filling out application cards, answers inquiries and complaints and supplies information to employers or Union members regarding filling job vacancies, available manpower, wage rates, and other necessary job information. Receives requests from Employers for help and dispatches members to jobs giving location of jobs and informing them as to who they are to report. Keeps the necessary records as required by law and checks to see that dues are paid and members are in good standing. Must be capable of interpreting a contract or trust agreement.

### **SALARY GRADE 4**

**BOOKKEEPER** - Keeps a set of books for recording Union transactions and whose work involves most of the following: Operate accounting machines, posting financial data, balancing subsidiary ledgers, cash books or journals, proves operations and balances ledger; prepares quarterly reports (State and Federal) and balances per capita reports for superior; prepares payroll and may direct work of assistants or clerks.

**COMPLIANCE** – In addition to the duties listed in the Grade 4 Secretary job description, the employee must be able to download data from online data sources for current cases, research and project data online (e.g., SBCTC – Projects Plus and other various websites). Respond to verbal and written requests. Maintain database for current and future project files using existing alphabetical, numerical and chronological filing systems. Contact various Local government office to obtain information about current projects. Must be able to assist in translation to Spanish speaking claimants. Work under direction of Director of Work Prevention Task Force.

**SECRETARY** - Under direct supervision of a superior and is responsible for confidential file, takes dictation and transcribes this dictation on a typewriter. Composes and types routine correspondence; locates information from files and relieves superior of routine clerical functions and makes minor decisions for a superior. May be responsible for typing contracts; maintains and prepares reports; for set-ups and layout on leaflets or articles for newspapers. In addition to the duties listed, the secretary must be able to perform other duties described in job descriptions of 1 and 2 and must be able to take dictation at no less than 100 wpm and type no less than 60 wpm.

### **SALARY GRADE 5**

**ADMINISTRATIVE ASSISTANT/OFFICE MANAGER** - Must have worked at least two (2) years in a Union office, works directly under a superior (whatever the elected title); correlates the work of a superior in order to alleviate the workload. May prepare special reports or memoranda for the information of a superior. May dispatch workers and interview candidates for membership and assist them in filling out application cards. Must be capable of interpreting a contract in order to aid the Employer, contractor and members. Compose letters or dictate correspondence to a stenographer or dictating machine. Direct mail and telephone calls. Act as liaison for a superior and make decisions. Be able to assist and advise on problems concerning unemployment and disability insurance claims and compile claims for filing with the Labor Commissioner, figuring retroactive wages and pro-rated vacations and assist with industrial accident claims. Prepare for the international or parent office of the Union of which employed.

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.

**ACCOUNTANT** - Keeps a full set of books or more than one (1) set of books which includes: journal entries and may include, trial balance, profit and loss statement. May also direct the work of assistant bookkeeper or other assistants. May prepare special reports or statistical reports for a superior or certified public accountant and order supplies as needed. May direct all the functions required of Grades 2 and 4.

It is further understood that the bookkeeper-accountant must have worked under the jurisdiction of a Union office for at least two (2) years or have had Union experience as a bookkeeper for at least two (2) years and must do at least three (3) of aforementioned duties in order to qualify for this classification.