



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Professional Musicians Local 47

January 1, 2019
to
December 31, 2021



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ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.1. **Parties:** The Professional Musicians, Local 47, American Federation of Musicians, AFL-CIO/CLC (the “Employer”) and the Office and Professional Employees International Union 537, AFL-CIO/CLC (the “Local”) hereby agree to the terms and conditions contained in this Master Agreement (the “Agreement”).

Section 1.2. **Term:** 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.

Section 1.3. **Applicability:** The Agreement shall apply to all services performed for the Employer during its term by members of the bargaining unit (the “Employees”) defined by the National Labor Relations Board in the certification of representation, Case No. 31-RC-960, dated February 7, 1969.

ARTICLE 2 - RELATIONSHIP OF THE PARTIES

Section 2.1. **Recognition:** The Employer recognizes the Local as the sole and exclusive bargaining agent with respect to the hours, wages, and working conditions of all employees.

Section 2.2. **Union Security:** Any employee who is a member of the Local on the effective date of the Agreement, or who becomes a member of the Local during the term of the Agreement shall, as a condition of employment, remain a member of the Local in good standing as defined in 29 USC §158(a)(3). Any employee hired by the Employer after the effective date of this agreement shall, as a condition of employment, become a member of the Local no later than the thirtieth (30th) day following the first date of employment. Upon receipt of a duly authorized card, the Employer agrees to deduct and remit monthly dues of each regular employee.

Section 2.3. **Termination for Non-Membership:** Any employee who is not in compliance with the requirements of Section 2.2 may be subject to immediate termination. Upon written notice from the Local substantiating that an employee is not in compliance with the requirements of Section 2.2 and that the Local has given the employee proper notice as required by law, the Employer may terminate the employment of that employee forthwith.

Section 2.4. **Obligations to Union:** Nothing in this Agreement shall be construed as to interfere with the obligations owed by employees to the Local or to the Office and Professional Employees International Union.

Section 2.5. **Access to Premises:** Representatives of the Local shall have access to the place of business during business hours for the purpose of conferring with the employees provided that such conferring does not disrupt the performance of the Employer’s business and the Employer has been given no less than twelve (12) hours’ notice of the meeting.

Section 2.6. **Union Steward:** The Local shall have the right to appoint an employee as its Union Steward. The Employer shall permit the Steward to perform union duties during work hours and shall allow the Steward a reasonable amount of time for such duties. The Steward shall perform these duties as expeditiously as possible, and with no undue interference with the Steward’s work for, or with the business in general of, the Employer. Notification to the Union Steward shall constitute notification to the Union in all matters contained in this Agreement, requiring Union notification.

Section 2.7. **Union Label:** The Employer shall have the privilege of using the Union Label so long as this Agreement remains in full force and effect and so long as the Employer fulfills all of its terms and conditions. The Employer shall permit the display of a Union Shop Card on its premises. This Card shall remain the property of the Local and shall signify that the Employer's office is staffed by members of the Office and Professional Employees International Union Local 537, AFL-CIO/CLC, under an Agreement between the Employer and the Local.

Section 2.8. **Joint Labor/Management Committee:** The employees shall select three Employee-Representatives who, with the Titled Officers, shall constitute a Joint Labor/Management Committee. This committee shall meet during business hours to communicate information and to discuss matters of general concern whenever such a meeting is requested by a majority of the Titled Officers or by a majority of the Employee-Representatives.

Section 2.9. **Staff Meetings:** The Employer shall schedule meetings of its Titled Officers and staff personnel during business hours when such a meeting is requested by a majority of the Titled Officers or by a majority of the Employee-Representatives on the Joint Labor/Management Committee. All available Titled Officers and staff members shall attend these meetings when possible.

Section 2.10. **Non-Discrimination:** The Employer and the Local shall comply with applicable local, State and Federal non-discrimination laws. Further, the Employer shall not discriminate against an Employee as to employment because of race, religion, sex, age, national origin, ethnic background, political affiliation, union activities, sexual orientation, physical or mental disability, for any consideration not related to the individual's competence to perform the duties of a job for which that employee is hired.

ARTICLE 3 - JOB CLASSIFICATIONS

Section 3.1. **Job Levels:** Employees' jobs shall be classified under three generic Levels in accordance with the following chart:

Classification	Description
Level A	Works directly for a Titled Officer or the EMD Administrator; Empowered to make independent decisions; May oversee a major department.
Level B	Works under the guidance of another Employee(s); Gathers, checks, analyzes, and corrects information; Solves problems within area of specialization.
Level C	Performs clerical duties; Does data entry and/or receipts money; Handles phone calls and routine member needs.

Section 3.2. **New Job Types:** Should any new type of job be created during the term of the Agreement which is not specified in Section 3.1, the Employer and the Local shall mutually agree on the proper classification for such job.

Section 3.3. **Duty to Inform:** The Employer shall advise all Employees of their job classification, the duties they are to perform, and to whom they are responsible.

ARTICLE 4 - WAGES AND EMPLOYEES' EXPENSES

Section 4.1. Minimum Wage Rates

The minimum hourly rates of pay (Scale Wages) shall be as follows:

CLASSIFICATION	MINIMUM HOURLY WAGE
Level A	\$19.00
Level B	\$18.00
Level C	\$17.00

Section 4.2. Individual Pay Increase: Effective with the execution of this Agreement, the individual hourly rate of pay for each employee shall be increased as follows:

January 1, 2019	2% wage increase
January 1, 2020	3% wage increase
January 1, 2021	3% wage increase

Section 4.3. Multi-level Employment: Any employee who works for a period of one (1) week or more in a job which is in a higher classification than the employee's regular job shall be paid not less than the basic Scale Wage of the higher classification.

Section 4.4. Personal Motor Vehicles: No employee, other than one specifically hired as a messenger, shall be required by the Employer to do errands which require the use of a personal motor vehicle. Any employee agreeing to use a personal motor vehicle shall be compensated for mileage at the rate recognized by the Internal Revenue Service, and the Employer shall provide proper insurance coverage in accordance with the minimum requirements of the State of California.

Section 4.5. Bonds, Notarial Commissions, and Training: The Employer shall pay for any bond or notarial commission required of any Employee. The Employer shall also pay for on-the-job or off-site job-related educational expenses including computer training required or approved in advance by the Employer.

Section 4.6. Payday: Wages shall be paid weekly.

ARTICLE 5 - BENEFITS

Section 5.1. Health-related Coverages: For employees hired on or after January 1, 2007, the Employer shall pay a monthly premium, as indicated below, into a plan designated by the Employer for health-related coverages on behalf of each employee who is regularly scheduled to work a minimum of thirty-five (35) hours per week and to whom coverage is provided for in this Agreement.

For employees in the employ of the Employer prior to January 1, 2007, the Employer shall pay a monthly premium, as indicated below, into a plan designated by the Employer for health-related coverages on behalf of each employee who is regularly scheduled to work a minimum of twenty (20) hours per week and for whom coverage is provided for in this Agreement.

Effective January 1, 2021, each employee shall contribute fifty dollars (\$50.00) per month towards the medical benefits. These payments shall be deducted pro-rata weekly from the employee's paycheck

Section 5.2. Continuity of Benefits: The Employer shall pay monthly premiums for the maintenance of health, dental and vision benefits and any future increases for all bargaining unit employees.

Section 5.3. Pension: The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each employee in the amount of eleven percent (11%) of that Employee's Scale Wages.

CLASSIFICATION	Current Employees (Hired Prior to January 1, 2010)
Level A	\$19.50
Level B	\$18.50
Level C	\$15.50

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 5.4. 401(k) Plan: The Employer agrees to allow the employees to make voluntary contributions into the OPEIU International's 401(K) Plan. If employees are interested in participating in this Plan, they can call 609-865-2400 for further information.

ARTICLE 6 - SICK DAYS

Section 6.1. Accrual of Sick Days: Each employee shall accrue one (1) sick day per month for a total of twelve (12) sick days per year.

Employees hired after the first day of January shall have their sick days prorated to their date of hire contingent upon their successful completion of the ninety (90) day probationary period. If an employee has sick days remaining at the end of the year, the remaining sick days shall be converted into cash equivalent and paid as additional wages to the employee. Any unused sick days shall be paid to the employee upon voluntary quit, termination, or layoff.

The Employer shall inform each Employee of the number of sick days the employee has remaining on the pay stub of each weekly paycheck. Each employee will be allowed to carry over one (1) sick day into the next year.

Section 6.2. Use of Sick Days: Each employee shall be granted time off with pay for up to the twelve (12) sick days as stipulated in Section 6.1. This time off shall be allowed without notice 1) for personal illness or injury, or 2) in order to care for an ill or injured spouse or domestic partner, child, or parent, or dependent (as defined for Income Tax purposes in 26 USC §152). Sick leave for any other purpose shall be scheduled with the consent of the Employer, which

consent shall not be unreasonably withheld provided the employee gives adequate notice and the scheduling of the leave does not create serious staffing problems. By mutual agreement, an employee will be allowed to use sick time for school related activity.

Section 6.3. **Verification of Illness:** The Employer may require a doctor's statement verifying the illness from an employee who is absent from work without notice and prior consent for three (3) or more consecutive days. The Employer may also require a doctor's statement if it deems an employee's absenteeism excessive or if an employee is absent for more than one (1) Monday in any one quarter without being hospitalized or being absent consecutively for the prior week.

Section 6.4. **State Benefits:** If an employee becomes eligible for Unemployment Disability Benefits or for Workers' Compensation Benefits during a period of absence covered by sick days, all remaining sick days may, at the request of the employee, be converted into its cash equivalent and used to pay for the difference between the amount received by the employee for Unemployment Disability or Workers' Compensation and the amount the employee would have received had they been fully employed until all of the cash equivalent for the sick days has been paid to the employee.

ARTICLE 7 - NEW EMPLOYEES

Section 7.1. **Job Openings:** When openings occur for bargaining-unit jobs, the Employer shall, except in the case of an emergency situation, post the number and type of employees needed including job title, job Level, duties, and qualifications and skill needed (including degree of computer literacy, when applicable) on the employees' bulletin board for a five (5) day period and shall notify the Local by fax or email of the openings. The Local shall endeavor to supply suitable applicants for the positions needed within forty-eight (48) hours. Whenever a new employee is hired, the Employer shall notify the Local in writing within five (5) working days of the date of first employment, give the name of the new employee, starting date, and classification.

Section 7.2. **Probationary Period:** Each newly-hired employee shall be on probation for the first ninety (90) days of employment. The Employer shall have the right to discharge a probationary employee without cause and shall not be required to rehire any probationary employee who has been discharged.

The Employer shall not, however, have the right to discharge a probationary employee because of Union activity, and the Local shall have the right to grieve any such discharge. Any newly-hired employee who is asked to report to work shall receive a full day's pay for that day even if not actually put to work after arriving at the Employer's place of business.

Section 7.3. **Benefits during Probation:** The Employer shall not make payments for health-related coverages on behalf of an employee during probation, nor shall the employee be eligible for sick days or vacation. Upon completion of the probationary period, the Employer shall commence making payments for health-related coverages and the employee shall become eligible for sick-day credits retroactive to the first date of employment. A probationary employee shall be eligible for holiday pay upon completion of the first thirty (30) days of the probationary period.

Section 7.4. **Conditions during Probation:** Except as otherwise explicitly specified in this Agreement, probationary employees shall be entitled to all the rights and benefits guaranteed employees under the Agreement and shall be subject to all the conditions of employment provided in the Agreement.

Section 7.5. Completion of Probation: Upon completion of the probationary period, an employee shall assume the status of a Regular employee, except as otherwise provided in this Agreement.

ARTICLE 8 - TEMPORARY AND PART-TIME EMPLOYEES

Section 8.1. Temporary Employees: The Employer shall have the right to hire Temporary Employees, provided that the Employer shall inform any employee so hired of that employee's temporary status at the start of employment and shall notify the Local of the same. A Temporary Employee shall not work for more than a ninety (90) day period, except as a replacement during a Regular Employee's sick days, vacation, leave of absence, or for other reasons mutually agreed upon between the Local and the Employer.

The Employer shall have the right to extend the temporary period for an additional thirty (30) days by filing a written notice with the Local. A Temporary Employee shall be eligible for holiday pay only after completing forty-five (45) days of employment. The "Union Security Clause" contained in this Agreement does not apply to Temporary Employees hired through a Temporary Employment Agency, regardless of length of time they are employed. If Temporary Employees transition to full-time, regular employees, the Union Security Clause shall apply from the date they became a regular employee. There will be no work dues or any other financial obligation to the Union by temporary employees for the period they were employed as a temporary employee.

Section 8.2. Part-time Employees: For employees hired on or after January 1, 2007, the Employer shall have the right to hire permanent Part-time Employees when needed. Part-time Employees shall be covered by all the same conditions as Regular Employees, including the ninety (90) day probationary period, with the following exceptions: 1) Sick day credits and vacation shall be calculated on a pro rata basis consistent with the time that the employee is regularly employed each week; 2) The employee shall be eligible for holiday pay only if the holiday is observed on a day that the employee is regularly employed each week or month; 3) Health-related coverages shall only be paid on behalf of an employee who is regularly scheduled to work a minimum of thirty-five (35) hours per week.

For employees in the employ of the Employer prior to January 1, 2007, the Employer shall have the right to hire permanent Part-time Employees when needed. Part-time Employees shall be covered by all the same conditions as Regular Employees, including the ninety (90) day probationary period, with the following exceptions: 1) Sick day credits and vacation shall be calculated on a pro rata basis consistent with the time that the employee is regularly employed each week; 2) The employee shall be eligible for holiday pay only if the holiday is observed on a day that the employee is regularly employed each week or month; 3) Health-related coverages shall only be paid on behalf of an employee who is regularly scheduled to work a minimum of twenty (20) hours per week.

ARTICLE 9 - HOURS OF EMPLOYMENT

Section 9.1. Guaranteed Hours: All Regular Employees shall be guaranteed and paid for thirty-five (35) hours of work during each full week of employment. Any Regular Employee who voluntarily fails to work the full thirty-five (35) hours during any week shall be paid only for the hours actually worked during that week. Any employees, Regular or Part-time, working on a regularly scheduled day off or returning to work after completing the regularly scheduled hours and leaving the place of employment shall be guaranteed and paid for not less than three and one-half (3½) consecutive hours of work on each such occasion.

Section 9.2. Regular Workweek: The regular workweek shall consist of five (5) seven (7) hour days from 9:00 am to 5:00 pm, Monday through Friday, during which period each employee must take an unpaid one (1) hour lunch period away from their work station and two (2) paid fifteen (15) minute rest periods, one (1) in the morning and one (1) in the afternoon.

Any change in the regular workweek shall be made only with permission of the Local, which permission shall not be unreasonably withheld.

Section 9.3. Alternative Workweeks: The Employer and an individual employee may mutually agree to an alternative workweek for the employee encompassing the same total hours including provision for appropriate lunch periods and rest periods as the regular workweek. Requests from employees to establish an alternative workweek shall not be denied without reason, which reason may include the Employer's need for adequate staffing during office hours.

ARTICLE 10 - OVERTIME

Section 10.1. Definition: Any work authorized by the Employer in writing which takes place outside of the times designated as the regular workweek or as an individual employee's alternative workweek (other than time worked by mutual agreement between the Employer and the employee to compensate for missed time during the regular or alternative workweek) shall be designated as overtime and compensated as such.

Section 10.2. Authorization: The Employer shall not require any employee to work overtime, nor in any way discriminate against any employee who refuses to accept proposed overtime voluntarily.

Section 10.3. Overtime Rates: Any authorized overtime shall be paid at one hundred fifty percent (150%) time and one-half (1½) the employee's regular hourly rate for up to seven (7) hours per week and at double (2) the employee's regular hourly rate for time after the seventh (7th) hour in any week.

Section 10.4. Dinner Period: Any employee who works overtime past 7:00 pm after working five (5) consecutive hours shall be allowed an unpaid dinner period not to exceed one (1) hour and shall receive a dinner allowance of twelve dollars (\$12.00).

ARTICLE 11 - HOLIDAYS

Section 11.1. Regular Holidays: The following days shall be considered holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving Day
½ Day Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	New Year's Eve

Any Employee may choose to substitute the observance of a religious holiday for that Employee's Birthday or for a vacation day.

Section 11.2. Weekend Holidays: Any holiday falling on a Sunday shall be observed on the next work day. Any holiday falling on a Saturday shall be observed on the immediately preceding Friday unless that Friday is also a holiday, in which case the Saturday holiday shall be observed on the next work day.

The Employer may also have other Saturday holidays observed on the next work day instead of the immediately preceding Friday by notifying all employees of this change at least one (1) week in advance.

Section 11.3. Rules Governing Holidays: Each Regular Employee shall have the days observed as holidays as days-off with pay. Any employee who agrees to work on a day observed as a holiday shall receive compensation both for the day-off with pay and the overtime thus incurred.

Section 11.4. Holidays during Vacations: Should a day observed as a holiday occur during an employee's vacation, that employee shall, at the employee's option, receive an additional day of vacation or seven (7) hours' additional pay at the employee's regular hourly rate.

Section 11.5. Eligibility for Holiday Pay: Except as provided in Section 11.4, an employee must work the last full day of the workweek preceding the holiday and the first full day of the workweek following the holiday to be eligible to receive holiday pay. Any exception to this rule shall require a doctor's note or the explicit approval of the Employer.

ARTICLE 12 - VACATIONS

Section 12.1. Accrual of Vacation Time: Each employee shall accrue vacation time on a monthly basis beginning with the first (1st) day of each month following the date of hire.

Not more than one (1) week of accrued vacation time may be carried over to a subsequent annual period.

An employee who has accrued more than two (2) weeks' of vacation time may elect to receive payment of additional wages for up to one (1) week of that vacation time in lieu of taking time off.

YEARS OF SERVICE	ANNUAL VACATION
1 – 4 years*	Two (2) weeks
5 – 11 years	Three (3) weeks
12 or more years	Four (4) weeks

*One (1) week of vacation may, at the employee's option, be taken during the (1st) first year of employment after six (6) months from the date of hire.

The Employer shall inform each employee of the number of vacation days the employee has accrued on the pay stub of each weekly paycheck.

Accrual of vacation time will not exceed one hundred forty (140) hours or four (4) weeks annually. In the case that vacation time is not used, the Employer shall designate the date and time of the employee's vacation, including but not limited to, roll over, cash-out, or use of said vacation time.

Section 12.2. Credit for Time Off: An employee shall continue to accrue vacation credits during periods of absence covered by bereavement leave or sick days, but not during layoffs or unpaid leaves of absence.

Section 12.3. Time of Vacations: Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Preference shall be given in arranging vacation schedules in accordance with departmental seniority provided the senior employee requests the vacation time at least six (6) weeks in advance.

Vacation pay shall be paid in advance of such employee's vacation period and shall be computed at the employee's regular rate for the employee's regular workweek.

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.1. Personal Leave: The Employer may, at its option, grant a personal leave of absence without pay to an employee at the request of the latter. The length of, and any conditions connected with, such leave of absence shall be placed in writing and signed by the Employer and the employee, and a copy of this document shall be sent to the Local. A leave of absence may be extended by mutual agreement between the Employer and the employee. In the absence of such an extension, an employee who fails to return to work at the end of a leave of absence shall be deemed to have resigned.

Section 13.2. Medical Leave: An employee who has exhausted all leaves and vacation during a lengthy illness or lengthy disability (as certified by a medical doctor or other State-licensed healer) shall be entitled to a leave of absence without pay in accordance with the provisions of the California Medical Leave Act.

Section 13.3. Seniority and Benefits: An employee granted a personal or medical leave of absence shall retain seniority during such leave. The Employer shall continue to make payments for all health-related benefits on behalf of the employee in accordance with the Family Medical Leave Act.

Section 13.4. Maternity Leave: Maternity leave shall be subject to and granted in accordance with State Law. The Employer shall make payments for health-related coverages on behalf of the employee for the first month of maternity leave and may, at its option, continue to make such contributions during any maternity leave beyond the first (1st) month.

Section 13.5. Bereavement Leave: The Employer shall grant an employee bereavement leave for up to three (3) days (Five (5) days if the death occurs outside of the State of California) in the event of the death of the employee's immediate family (including domestic partners). Bereavement leave shall not be counted against vacation time or sick day credits.

Section 13.6. Union Activities Leave: The Employer shall, upon receiving thirty (30) days' written notice from the Local, grant a Union activities leave of absence without pay of up to five (5) working days to an employee selected by the Local to attend a Union convention or conference. Employees granted a union activities leave of absence shall retain and accumulate seniority during the leave.

Section 13.7. Jury Duty Leave: The Employer shall grant any employee who is summoned to perform jury duty a jury duty leave of absence with pay of up to five (5) working days.

Section 13.8. Job Security during Leaves: An employee who has been granted a leave of absence in accordance with the provisions of this Article and who returns to work at the conclusion of such leave shall return to that employee's regular job and regular salary, but at not less than the then current rate for the classification.

ARTICLE 14 - SENIORITY

Section 14.1. Definition of Seniority: Seniority shall mean length of all services with the Employer and shall be cumulative on an office-wide basis.

Section 14.2. Loss of Seniority: An employee shall lose all seniority rights for any one of the following reasons: (1) Voluntary resignation, except that seniority for past service shall be restored to an employee who is rehired within one year;(2) Discharge for just and sufficient cause;(3) Layoff for a continuing period of more than one year;(4) Failure to return to work within five working days after being recalled from layoff in accordance with the procedures set forth in Section 14.2 unless the failure to return to work is due to illness or accident, of which the Employer may require substantiating proof.

ARTICLE 15 - PROMOTIONS AND TRANSFERS

Section 15.1. Promotions: A promotion shall be defined as a move from a lower job Level to a higher job Level. The Employer shall attempt to fill job vacancies from within the organization before hiring new employees, provided employees are available with the necessary qualifications to fill the vacant position. Job openings shall be posted on the employees' bulletin board as provided in Section 7.1. Employees who make application during the five (5) day period of posting shall be considered for the job opening, and only those who have made application within this time limit shall be permitted to file a grievance against the final selection. Promotions shall be made on the basis of seniority, merit, and qualifications.

Section 15.2. Pay of Promoted Employees: An employee who is promoted to a higher-Level position shall be placed on the higher-Level job for a trial period of sixty (60) days. If the employee satisfactorily completes the trial period and is retained in the higher-Level position, the employee shall receive no less than the minimum of the new job classification or the employee's previous salary, whichever is higher, retroactive to the date of promotion. An employee who does not successfully pass the trial period shall be returned to the former position and pay without any loss of seniority or pay, or without having to forfeit pay increases (other than that occasioned by the temporary increase in position Level) received during the trial period.

Section 15.3. Transfers: Any employee may apply for and receive a transfer to a position within the same job Level. Such transfer shall be made upon request of the employee and with the consent of the Employer. Any employee so transferred shall receive the same salary as that employee received in the former position. An employee may be asked to cover positions within the same classification other than the employee's primary position. This will be at the discretion of the Employer or their designee.

ARTICLE 16 - TERMINATION, LAYOFF, AND RECALL

Section 16.1. Notice of Termination: When discontinuing the services of an employee, the Employer shall give that employee written notice of termination at least two (2) weeks prior to the termination date. In the absence of such notice, the Employer shall give the employee two (2) weeks' severance pay. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention. Upon termination, the Employer shall pay the employee for all unused accrued vacation time and sick days.

Section 16.2. Seniority Layoffs: At no time shall the Employer be required to lay off a higher-Level employee who has less seniority than another employee in that department or to move an employee who has more seniority into a job held by an employee with less seniority for which the senior employee is not qualified.

Section 16.3. Bump-Backs: An employee whose job has been eliminated may replace an employee with less seniority in a lower Level job for which the senior employee is qualified. Employees who are displaced from a job as a result of such a bump-back may in turn replace other employees with less seniority in jobs for which they are qualified. An Employee bumping back to a lower classification shall receive the highest salary being paid in the lower classification.

ARTICLE 17 - DISCHARGE

Section 17.1 **Cause:** The Employer shall have the right to discharge an Employee for, and only for, just and sufficient cause. The Employer shall advise the Local in writing of any discharge and the reasons therefore. Just and sufficient cause for discharge shall include, but not be limited to,: (1) excessive absenteeism; (2) excessive tardiness; (3) failure or refusal to carry out the Employer's reasonable orders or job assignments; (4) theft of money or property from the Employer, from other employees, or from members of the Professional Musicians, Local 47; (5) gross insubordination in connection with performance of duties to any officer or other authorized supervisor; (6) possession of controlled substances, firearms, or dangerous weapons; (7) violation of any written policy promulgated by the Employer which is equally applicable to all staff members (e.g., Computer Policy or Sexual Harassment Policy); (8) demonstrable failure to maintain reasonable minimum standards required by the Employee's position.

Section 17.2. **Warnings:** Except as provided in Section 17.4, the Employer shall provide the following warnings prior to any discharge:

First Offense	Written warning
Second Violation	Written warning and may be suspended up to five (5) days' without pay
Third Violation	Written warning, and may be suspended up to ten (10) days' suspension without pay through termination

All copies of written warnings shall be placed in the Employee's file and another copy of which shall be sent to the Local Union.

Section 17.3. **Removal of Warnings:** All warning notices placed in an employee's file shall be removed from that file when a period of two (2) years has elapsed from the date of the most recent notice.

Section 17.4. **Flagrant Offenses:** The warning procedures set forth above shall not be required in the event of flagrant, willful and/or malicious behavior destructive or severely detrimental to the Employer, other employees, or the public. In the event of such behavior, the Employer may immediately discharge the employee by serving written notice stating the cause to the employee, with a copy thereof being sent to the Local.

Section 17.5. **Right to Grieve:** The discharge of any employee for just and sufficient cause shall, at the option of the affected employee, be subject to the provisions of the Grievance Procedure.

ARTICLE 18 - HEALTH AND SAFETY

Section 18.1. **Employer's Obligation:** The Employer shall make all reasonable provisions for the health and safety of employees during the hours of their employment.

Section 18.2. **State Law:** The Employer agrees to abide by all the laws of the State of California pertaining to health and sanitation.

Section 18.3. **Safety Committee:** A Safety Committee, consisting of an equal number of Employer representatives and employees, shall meet during working hours at least once each calendar quarter to review Federal and State Laws regarding health and safety standards. This committee shall be responsible for formulating and promulgating preparedness information and emergency procedures for earthquake, fire, or other health and safety concerns.

ARTICLE 19 - GRIEVANCES

Section 19.1. Scope of Grievances: A Grievance shall be defined as any claim, controversy, or dispute arising out of the interpretation or application of this Agreement in regard to its existence, validity, construction, performance, non-performance, breach, operation, continuance, termination, or other reasons, including the arbitrability of any dispute arising between the parties. All Grievances shall be resolved by the procedures set for in this Article. In the case of discharge, the employee shall have the right to have the Grievance proceed immediately to the step which involves the person who initiated the discharge.

Section 19.2. Filing of a Grievance: To initiate the Grievance procedure, the Employer or the Local, or any affected employee(s) through the Local, shall file a written statement with the other party within five (5) working days of the events on which the Grievance is based, or five (5) working days from the time at which the party filing the Grievance became aware of or reasonably should have been aware of the facts upon which the Grievance is based. The written statement shall set forth the nature of the Grievance and all pertinent information needed to understand the claim, controversy, or dispute. Failure to file such a written statement within the five (5) day period shall bar the further processing of the Grievance.

Section 19.3. Preliminary Attempt at Resolution: Within five (5) working days after the filing of the grievance, the affected employee(s), the Union Steward, and the immediate supervisor(s) involved (or the designees of same) shall meet and attempt to resolve the Grievance.

Section 19.4. Departmental Attempt at Resolution: If the Grievance is not resolved within five (5) working days of the preliminary meeting provided in the previous Section, the affected employee(s), the Union Steward, and the departmental supervisor(s), involved shall meet and attempt to resolve the Grievance.

Section 19.5. Final Attempt at Internal Resolution: If the Grievance is not resolved within five (5) working days of the meeting with the departmental supervisor(s) provided in the previous Section, the affected employee(s), a representative of the Local, and the President of the Professional Musicians (or the designees of same) shall meet and attempt to resolve the Grievance.

Section 19.6. Mediation: If the Grievance is not resolved by any of the internal steps provided above, either party may request non-binding mediation of the Grievance by the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service.

Section 19.7. Arbitration: If the Grievance is not resolved within ten (10) working days of the final attempt at internal resolution or, if requested by either party, the non-binding mediation provided in the previous section, the Grievance shall be submitted to binding arbitration.

Section 19.8. Selection of Arbitrator: The parties to the Agreement may select an arbitrator by mutual agreement. If the parties cannot mutually agree upon an arbitrator on an informal basis, an arbitrator shall be selected from an odd-numbered list on a panel to be submitted by the Federal Mediation and Conciliation Service. Names shall be stricken from the list by each party in turn with the first strike to be determined by lot. The last name remaining shall be the mutually accepted Arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated from the list by the other party. The cost of the arbitrator, if any, shall be equally shared by the parties.

Section 19.9. Hearing and Decision: The Arbitrator shall hear the Grievance and render a decision as soon as reasonably possible. The Arbitrator shall have the authority to establish rules of evidence and procedure for the proper conduct of its hearings, and shall have the power to

adjust the Grievance, to make awards of disputed amounts including wages and all fringe benefits required under this Agreement and to assess appropriate interest on any amounts awarded. The Arbitrator shall not have the authority, however, to modify, vary, change, add to, or remove any of the terms and conditions of this Agreement. If any party has been duly notified of the arbitration hearing and fails to appear, the Arbitrator shall be authorized to hear evidence presented by the parties present and to render a decision. The decision of the Arbitrator shall be final and binding upon all parties and shall have the effect of a legal judgment.

ARTICLE 20 - MISCELLANEOUS

Section 20.1. **No Strike/No Lockout:** During the term of the Agreement there shall be no strike, stoppage of work, slowdown, picketing, or interferences with the business or work process of the Employer by the Local or by any employees, nor shall there be any lockout by the Employer.

Section 20.2. **Campaign Activities:** No employee shall be required, as a condition of employment, to participate in any internal union political action of the Employer, nor shall any employee be required to campaign for any individuals who are candidates for a Professional Musicians, Local 47, office. Any employee solicited by the Employer in this area shall notify the Local immediately of such solicitation. Nothing in this Section shall be construed so as to restrict the rights of an employee who is also a member of the Professional Musicians, Local 47, from exercising his/her rights under 29 USC §411 provided the employee does not campaign for any candidate during working time or make use of any of the Employer's facilities, property, or supplies in support of such a candidacy. In the event an employee is believed to be in violation of this provision, the employee will be subject to immediate termination.

Section 20.3. **Validity:** If any part, term, or provision of this Agreement is for any reason held to be illegal or in conflict with any law, Federal, State, or local, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be invalid.

Section 20.4. **Force Majeure:** The obligation of the parties and of the employees to perform is subject to proven detention by sickness, accidents, strikes, riots, epidemics, Acts of God, Acts of War and/or Terrorism.

Section 20.5. **Captions:** The captions used throughout this Agreement are for convenience and reference only and shall not be used to construe any provisions.

Section 20.6. **Completeness:** This Agreement is complete within itself and supersedes any and all agreements, heretofore, entered into between the parties.

Section 20.7. **Waivers:** Either party shall have the right, upon a showing by one party of emergency or special need satisfactory to the other party, to grant a written waiver or compromise of any of the terms and conditions of this Agreement for such a special situation or emergency. The waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provision.

Section 20.8. Amendment: The parties shall, by mutual agreement, have the right to amend this Agreement during its term if they both believe that an emergency or an unforeseen circumstance make such amendment essential or desirable. In such an event the parties may meet to discuss the item(s) in question and to seek a mutually accepted solution to the problem(s). Nothing in this Section, however, shall be construed as requiring either party to enter into such discussions against its will nor as requiring either party to consent to amend the Agreement because it has allowed discussion of the issue.

FOR THE EMPLOYER:
Professional Musicians Local 47

FOR THE UNION:
OPEIU Local 537

John Acosta
President

Jacqueline K. White-Brown
Business Manager

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

Date