



## AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

Heat and Frost Insulators  
and  
Asbestos Workers Joint Apprenticeship Fund

June 1, 2021  
to  
May 31, 2024



<b><u>ARTICLE</u></b>	<b><u>PG</u></b>
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - UNION SECURITY .....	1
ARTICLE 3 - SUBCONTRACTING .....	2
ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR EMPLOYEES .....	2
ARTICLE 5 - UNION REPRESENTATION .....	3
ARTICLE 6 - SAFETY AND HEALTH .....	3
ARTICLE 7 - HOURS OF EMPLOYMENT .....	3
ARTICLE 8 - WAGES .....	4
ARTICLE 9 - OVERTIME .....	6
ARTICLE 10 - HOLIDAYS .....	7
ARTICLE 11 - SICK LEAVE .....	8
ARTICLE 12 - VACATIONS .....	9
ARTICLE 13 - LEAVE OF ABSENCE .....	10
ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE .....	11
ARTICLE 15 - SEVERANCE PAY .....	11
ARTICLE 16 - SENIORITY .....	12
ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES .....	12
ARTICLE 18 - VALIDITY OF AGREEMENT .....	13
ARTICLE 19 - UNION LABEL .....	13
ARTICLE 20 - UNION OFFICE CARD .....	14
ARTICLE 21 - TECHNOLOGICAL CHANGES .....	14
ARTICLE 22 - MANAGEMENT RIGHTS .....	14
ARTICLE 23 - VOTE .....	15
ARTICLE 24 - NON-DISCRIMINATION .....	15
ARTICLE 25 - DURATION .....	16
EXHIBIT "A" - WAGES .....	17
EXHIBIT "B" - HEALTH & WELFARE AND DENTAL .....	19
EXHIBIT "C" - PENSION CONTRIBUTIONS .....	20
EXHIBIT "D" - 401(K) PLAN .....	21
EXHIBIT "E" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE) ..	22
JOB DESCRIPTIONS .....	23

This Agreement made and entered into at Los Angeles, California, May 24, 2021, by and between the Heat and Frost Insulators and Asbestos Workers Joint Apprenticeship Fund, 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 SECURITY**

**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 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 full-time, part-time, and/or temporary position is to be filled lasting more than three (3) days, 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.** No employee shall as a condition of employment be required or permitted to participate in any internal-political action of their Employer's union, nor shall the employee be required or permitted to campaign for any individuals who are candidates for a Union office of the Employer.

**SECTION 2.4.** 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. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

**SECTION 2.5** All money deducted or collected by the Employer shall be remitted to the Union on or before the twentieth (20<sup>th</sup>) day of the month following that in which the deductions or collections are made. The Employer shall submit to the 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 EMPLOYEES**

**SECTION 4.1** (A) Upon initial assignment of any employee to a new position, such employee will be informed of the name of their immediate supervisor and the duties to be performed in that position.

(B) The Employer or the Employer's representative shall make known to the employee what duties to perform and from whom to receive instructions.

**SECTION 4.2** All employees may be regarded as probationary employees for the first five (5) months of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

**SECTION 4.3** At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits from date of employment.

**SECTION 4.4** A temporary employee is one who is hired for a specific project not to exceed three (3) months. Temporary employees may be hired as relief for or replacement of regular employees for periods of sick leave, vacation, or leave of absence. It is further understood that temporary employees may be hired when the workload is increased. All employees must be informed of their status at the start of such temporary employment. If the temporary employee is hired as regular employee, the probationary period would be satisfied.

All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

(A) Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A", Section A.1 (B) of this Agreement as established under the heading "1<sup>st</sup> Year".

(B) The Employer shall give equal consideration to OPEIU Local 537 in considering employees for such position.

(C) A temporary employee shall not work beyond six (6) consecutive months, except when replacing an employee on sick leave, vacation, or a leave of absence. The time may be extended by mutual agreement between the Employer and the Union.

(D) The parties agree that the use of temporary employees will not circumvent the hiring of regular full-time or part-time employees. Before the Employer hires a temporary employee while a regular full-time employee in the same classification is on a reduced workweek, the Employer will offer the additional hours to the regular full-time employee.

**SECTION 4.5** 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 7:00 a.m. and 6:00 p.m., 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 for full-time employees shall be five (5) eight (8) consecutive hour days, depending on the Employer's needs, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour. The lunch period shall be taken not more than five (5) hours after reporting to work. The Employer may change an employee's regular schedule of hours upon giving the employee fourteen (14) days' written notice of the change.

(A) An employee who is regularly scheduled to work less than thirty-five (35) hours per week is designated a "part-time regular employee" as provided in Article 4, Section 4.5.

(B) The Employer may schedule an employee to work less than the regular workweek after consultation with the Union. Employees shall be notified at least thirty (30) days in advance of any change in their regular workweek.

The Union shall have the right to question the appropriateness of any action on the part of the Employer that results in the reduction of hours of any employee as herein provided in the grievance procedure, including arbitration.

(C) 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, if the employee is regularly scheduled to work thirty-five (35) hours per week or four (4) ten (10) hour days, if the employee is scheduled to work forty (40) hours per week, 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.

**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 workday. Breaks cannot be combined with the lunch period.

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

**SECTION 8.3** Any employee taken from a lower classification job to a higher classification job or working on a combination of classifications for four (4) hours or more in any workday, shall be paid the wage scale of the highest classification for the period that the employee actually performs the duties of the person in the higher classification.

**SECTION 8.4** All regular employees (excluding employees covered under Section 8.6 of this Article) shall be entitled to a full workweek unless conditions prevent performance of work at the employer's place of business and the conditions are beyond the Employer's control. Any employee who does not have adequate time available for absence from work shall be docked, 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 employee's regular wage outlined under the appropriate classification listed on Exhibit "A".

It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at the employee's regular straight time rate. 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, 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 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

**SECTION 8.6** Any temporary or regular part-time employee 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.

**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 thirty (30) days of date of hire receive as a minimum starting wage the rate as established in Exhibit "A" of this Agreement under the heading "3<sup>rd</sup> Year" and shall be entitled to the contractual increases for the subsequent years.

**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** Any new office employee hired who first reports to work and is not put to work shall receive four (4) hours' pay. It is further understood that a regular employee that reports to work and is not put to work will receive a full day's pay except as outlined in Section 8.4.

**SECTION 8.10** Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than three and one-half (3½) hours' pay.

**SECTION 8.11** Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide the proper insurance coverage based on the minimum State requirements.

**SECTION 8.12** The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

**SECTION 8.13** Holidays 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** 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 (8) hours per day or forty (40) hours in the regular workweek (Monday through Friday), exclusive of employee's regularly scheduled hours of work set under Article 7, Section 7.2 (c); and
- (B) For all work performed for the first eight (8) hours on a 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; and
- (B) For all hours worked in excess of eight (8) hours on Saturday; and
- (C) For all hours on Sunday.

**SECTION 9.4** Two and one-half (2½) times the regular hourly rate shall be paid in the following case:

Time worked on a holiday or day observed as such.

**SECTION 9.5** When an employee is required to work overtime beyond 6:00 p.m., 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 9.6** In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at the double (2x) time rate.



**SECTION 9.7** 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) regular hours pay at the time and one-half (1½) regular hourly rate.

## **ARTICLE 10 - HOLIDAYS**

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

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

In addition to the above, the last working day preceding Christmas and the last working day preceding New Year's Day shall be holidays with pay under this Agreement.

In addition, one (1) floating holiday shall be granted from year to year which shall be called a floating holiday. The dates of this holiday may vary from contract year to contract year and shall be set by mutual agreement between the Employer and the employee.

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

**SECTION 10.2** Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive two and one-half (2½) times the regular hourly rate of pay.

**SECTION 10.3** In the event any of the holidays enumerated in this Article, Section 10.1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

**SECTION 10.4** A temporary employee shall be paid for a holiday after sixty (60) days of employment, if the employee has worked the day preceding and the day following the holiday.

**SECTION 10.5** A regular part-time employee shall be paid for a holiday at his/her regular rate of pay, if the holiday is observed on the day the employee is regularly employed each week or month.

## **ARTICLE 11 - SICK LEAVE**

**SECTION 11.1** (A) All regular employees shall be granted, with pay, six (6) days' sick leave per year, accumulated at the rate of one-half ( $\frac{1}{2}$ ) day per month from date of hire.

(B) Sick leave shall be granted in case of sickness or injury, or for preapproved medical/dental appointments.

(C) All unused sick leave shall be accumulated at the rate of five-sixths ( $\frac{5}{6}$ ) of a day per month to the maximum of twenty (20) working days to be used as needed with pay in case of prolonged illness. Any employee who would have during the prior twelve (12) months accumulated sick leave beyond the maximum of twenty (20) days, will, on their anniversary date, receive pay in lieu of each accumulation beyond the maximum of twenty (20) days at fifty percent (50%) of the then hourly rate.

(D) Senior employees with ten (10) or more years of service with the same Employer shall be granted an additional ten (10) days' sick leave with pay, if and when needed. Such additional ten (10) days will be replenished on each subsequent tenth (10<sup>th</sup>) anniversary of service. In no event may any employee under any section of this Article be construed to accumulate more than thirty (30) days total sick leave. Sick leave provided for senior employees is intended for use in case of prolonged illness and may only be taken to cover periods of illness which exceed five (5) days in duration. The maximum accumulations outlined in this subsection (D) will not serve to prevent sick leave payout as outlined in subsection (C) above. It is further understood that there will be no payout for earned but unused sick leave under this subsection (D).

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

(F) One (1) sick day per year shall be granted as paid leave at a time mutually agreed upon between the Employer and the employee.

(G) If requested by the employee, the Employer at the end of each calendar year or anniversary date year will give in writing, to each employee an annual accounting of all received and accrued sick leave as accumulated.

**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 (SDI) benefits or Workers' Compensation benefits, the Employer shall pay the employee at the rate, the difference between the amount received by the employee for SDI or Workers' Compensation, and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due to the employee has been paid to the employee.

**SECTION 11.3** The Employer will show the accumulation and usage of sick leave hours.

## **ARTICLE 12 - VACATIONS**

**SECTION 12.1** (A) Vacations with pay are hereby established for all regular employees covered by this Agreement according to the following schedule:

1 Year	5 days
2 Years	10 days
10 Years	15 days

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

(B) Vacation is earned and accrued month by month from the date of employment at the rate of one-twelfth (1/12) of the one (1) weeks' annual vacation per month for those employees who have been employed less than one (1) year; at the rate of one-twelfth (1/12) of the two (2) weeks' annual vacation per month for those employees who have completed one (1) of year of service; and at the rate of one-twelfth (1/12) of the three (3) weeks' annual vacation per month for those employees who have completed nine (9) years of service.

(C) Employees must use all their earned vacation pay each year before their anniversary date. Vacation pay may not be carried over from year to year except by mutual written agreement between the Employer and the employee.

**SECTION 12.2** Employees must request vacation time at least two (2) weeks in advance of the requested time. Granting of vacation time shall be at the discretion of the Employer. If there is a conflict of vacation request, seniority shall prevail unless operational needs would be adversely impacted. Approval or denial will be given within no more than five (5) business days of request.

**SECTION 12.3** Vacation pay shall be paid in advance of the employee's vacation period and shall be computed at the employee's regular straight-time rate of pay. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' termination notice.

**SECTION 12.4** A regular part-time employee shall be paid at scale on a pro-rata basis consistent with hours and length of employment with the Employer.

**SECTION 12.5** In the event of resignation or discharge of an employee, all accumulated vacation time shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which the event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

**SECTION 12.6** The Employer will show the accumulation and usage of vacation hours.

## **ARTICLE 13 - LEAVE OF ABSENCE**

**SECTION 13.1** (A) The Employer shall grant leaves of absence to eligible employees as required by state and federal laws. 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 acknowledged by the Employer in writing with a copy to be submitted to the Union.

(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) months' period. Employees granted such leave of absence will retain and accumulate seniority during such leave period but will not accrue sick leave or vacation.

(C) Employees hired to replace any employee on leave of absence shall not be paid wages higher than those of employees replaced.

**SECTION 13.2** (A) 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, grandparent, and grandchild), an employee shall be granted a leave of absence with pay of three (3) days.

(B) Upon the request of the employee, an additional two (2) days unpaid leave may be granted. If the employee has unused sick leave or vacation days, then these days may be used for the two (2) additional days, provided that the needs of the Employer will permit it.

**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.

**SECTION 13.5** 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 one hundred percent (100%) of their regular salary and/or wage for those hours for which absent from work during the regular workday or regular workweek up to a maximum of three (3) working days per summons, less fee or other compensation paid with respect to such jury duty. The employee will submit verification to the Employer for all hours and/or days spent on jury service. The employee will inform the court that service exceeding the aforementioned three (3) day would be a hardship on the Employer.

## **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 the 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 the Employer's 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 of physical violence (i.e. representation of intent to commit physical violence).

**SECTION 14.2** The Employer shall advise the employee in writing of the discharge and the reasons thereof. A copy shall be provided to the Union.

**SECTION 14.3** 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 14.4** Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages unless the Union and Employer or the arbitrator determine otherwise.

**SECTION 14.5** For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be mailed to the Union.

First Violation	Written warning
Second Violation	Written notice and up to ten (10) working days' suspension without pay
Third Violation	Final notice and termination

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

## **ARTICLE 15 - SEVERANCE PAY**

**SECTION 15.1** If the Employer discontinues the services of a regular employee, said employee shall be given two (2) weeks' written notice immediately, prior to the date of termination or two (2) weeks' pay in lieu of such notice.

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

**SECTION 16.2** Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

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

**SECTION 16.3** When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer, or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned twelve (12) consecutive months' period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

**SECTION 16.4** 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 submitted in writing to the Employer within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

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

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

**SECTION 17.2** The arbitrator shall be selected from the following:

Sara Adler	Anthony Miller
Christopher Ruiz Cameron	Mike Prihar
Juan Carlos Gonzalez	Jan Stiglitz
Fred Horowitz	

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 remaining 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. 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 - 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 19 - UNION LABEL**

The Employer agrees that all correspondence 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 20 - 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.

## **ARTICLE 21 - TECHNOLOGICAL CHANGES**

**SECTION 21.1** In the event of proposed technological changes, such as the introduction of automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

**SECTION 21.2** 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 21.3.** The Employer agrees to join in partnership with the Union to provide, where possible, training programs for employees to enhance their skills in the computer technology work place. With prior approval of the Employer, upon presentation of proof from a Community College, the Employer will agree to reimburse the employee the training cost on the use of computers or any computer business related course, such as computer accounting, desk top publishing, word processing, etc., on the successful completion of course work with a grade of "C" or better.

This training will be limited to providing the Employer and the employee with the tools necessary to perform efficiently.

## **ARTICLE 22 - MANAGEMENT RIGHTS**

**SECTION 22.1** Except to the extent expressly abridged by this Agreement, the Employer reserves and retains, solely and exclusively, all of its normal, inherent and common law rights to manage the labor organization, whether exercised or not.

**SECTION 22.2** The sole and exclusive rights of the Employer which are not abridged by this Agreement shall include but are not limited to the following rights:

(A) It is understood that the Employer has the exclusive right to introduce improved methods and equipment.

(B) To discontinue processes or operations of the organization.

(C) To establish work and quality standards.

(D) To determine the number of hours per day or week that operations shall be carried on.

(E) To establish shifts, to set the hours of work and the number of employees for such shifts, and from time to time to change the shifts and the hours and employees in accordance with the terms of this Agreement.

(F) To hire, select, and to determine the number and type of employees required.



(G) To assign work to employees in accordance with requirements determined by the Employer.

(H) To transfer, promote, lay-off, terminate or otherwise relieve employees from duty for lack of work or other reasons in accordance with the terms of this Agreement.

(I) To determine the fact of a lack of work.

(J) To suspend, discharge, or otherwise discipline employees for just cause.

(K) The Employer in its sole discretion shall determine the classification of employees and their entitlement to advance.

### **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 - 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 25 - DURATION**

This Agreement shall be in full force and effect from June 1, 2021 through May 31, 2024, 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, 2024, 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:**

Joint Apprenticeship/Asbestos Abatement  
Training Trust

**FOR THE UNION:**

OPEIU Local 537

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Michael Patterson  
Business Manager

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

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Date

JWB:mm  
OPEIU #537/AFL-CIO, CLC

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Date

**EXHIBIT "A" - WAGES**

**SECTION A.1** (A) It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement at no time can be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

(B) After an employee reaches the "3<sup>rd</sup> Year" of the chart, the employee will receive the following increases:

<b>EFFECTIVE JUNE 1, 2021</b>			
<b>Salary Grade/Classification</b>	<b>1<sup>st</sup> YEAR</b>	<b>2<sup>nd</sup> YEAR</b>	<b>3<sup>rd</sup> YEAR</b>
Trainee	\$15.00	-----	-----
Secretary	\$17.82	\$20.05	\$24.35
Administrative Assistant	\$20.05	\$22.28	\$26.78
Office/Account Manager	\$22.28	\$24.51	\$29.21

<b>EFFECTIVE JUNE 1, 2022</b>			
<b>Salary Grade/Classification</b>	<b>1<sup>st</sup> YEAR</b>	<b>2<sup>nd</sup> YEAR</b>	<b>3<sup>rd</sup> YEAR</b>
Trainee	\$15.00	-----	-----
Secretary	\$19.61	\$22.06	\$26.79
Administrative Assistant	\$22.06	\$24.51	\$29.46
Office/Account Manager	\$24.51	\$26.96	\$32.13

<b>EFFECTIVE JUNE 1, 2023</b>			
<b>Salary Grade/Classification</b>	<b>1<sup>st</sup> YEAR</b>	<b>2<sup>nd</sup> YEAR</b>	<b>3<sup>rd</sup> YEAR</b>
Trainee	\$15.00	-----	-----
Secretary	\$21.37	\$24.04	\$29.20
Administrative Assistant	\$24.04	\$26.71	\$32.11
Office/Account Manager	\$26.71	\$29.39	\$35.02

**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 person shall be paid at least \$5.00 per week more than the highest paid employee if leading 2-4 employees, or at least \$5.00 per week in addition to their regular salary, whichever is greater; and at least \$10.00 per week more than the highest paid employee if leading 5 or more employees or at least \$10.00 per week in addition to their regular salary, whichever is greater.

### **SECTION A.3   TRAINEES**

The rates for the first year of employment will be as follows:

\$15.00 per hour

Health and Welfare and Dental shall be paid as set forth in Exhibit "B", and Pension shall not be paid according to Exhibit "C", Section C.1 until the trainee has been placed in a job classification under Exhibit "A" or as outlined in Exhibit "C", Section C.3 for temporary employees.

(A) All trainees shall be advised at the inception of employment of their status, and the Local Union shall be advised in writing that a trainee has been hired.

(B) A trainee shall be an individual who has no prior regular, clerical work experience.

(C) After one year, the trainee shall be classified in a job category 1 through 5 and placed on the beginning rate of said classification.

(D) No trainee may be placed in a classification higher than the classification of an incumbent employee unless such incumbent employee has first been offered and refused such classification.

(E) No trainee may be retrained while a regular employee is on layoff.

(F) No trainee shall be employed in an office which does not have at least one (1) regular full-time employee.

(G) No more than one (1) trainee may be employed in an office employing five (5) or less employees, or two (2) trainees in an office employing ten (10) or less employees, etc.

### **SECTION A.4   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 AND DENTAL**

**SECTION B.1** Effective June 1, 2021, the Employer will pay into the Office & Professional Employees International Union Locals 30/537 Health & Welfare Fund the sum of one thousand three hundred and fifty dollars (\$1,350.00) per month to insure the maintenance of benefits for the duration of the Agreement on behalf of each regular full-time and regular part-time Employee, working thirty (30) hours or more per week, coming under the jurisdiction of this Agreement. This is in accordance with ACA to ensure the employee has medical coverage on the ninety-first (91<sup>st</sup>) day of employment.

The Employer will pay the first one hundred dollars (\$100.00) of each year's increase to Health & Welfare. Any amount over one hundred dollars (\$100.00) for that year will be deducted from the employee's rate of pay.

**SECTION B.2** Effective June 1, 2021, the Employer agrees to pay the dependent coverage of seventy-five dollars (\$75.00). 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** The Employer and the Union by executing this Agreement agree to be bound by all provisions of the Agreements of Trust, including any modifications or amendments thereto.

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

## **EXHIBIT "C" - PENSION CONTRIBUTIONS**

**SECTION C.1.** Effective June 1, 2021, the sum of four dollars and ten cents (\$4.10) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for each regular full-time and regular part-time employee.

Effective June 1, 2022, the sum of four dollars and forty cents (\$4.40) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for each regular full-time and regular part-time employee.

Effective June 1, 2023, the sum of four dollars and seventy cents (\$4.70) per hour shall be paid into the Office & Professional Employees International Union Local 30/537 Retirement Plan for each regular full-time and regular part-time employee.

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

**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.

It is agreed that the above obligation exists without the necessity of executing any additional written instrument.

### **EXHIBIT “D” - 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 800-346-7348 for further information.

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

TO: \_\_\_\_\_

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

\$.25 \_\_\_\_\_ \$.50 \_\_\_\_\_ \$1.00 \_\_\_\_\_ other (check one),

\_\_\_\_\_ weekly \_\_\_\_\_ bi-weekly \_\_\_\_\_ monthly (check one).

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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



*Job Descriptions will be updated at later date*

## **JOB DESCRIPTIONS**

### **SECRETARY**

Must be computer literate. Perform clerical duties including but not limited to filing, inputting out of work information, phone number changes, and working the counter. Receives requests from signatory and non-signatory Employers for help and dispatches members to jobs giving location of jobs and informing them as to whom they are to report. Keeps the necessary records as required by law. Prepares applications/inputs information into database. Maintains certification from the Department of Labor. Sets up physicals and schedules training classes. Verifies company ratios. Inputs hours for fringe and hourly reports. Inputs and sends out monthly evaluation reports. Types various correspondences.

### **ADMINISTRATIVE ASSISTANT**

Process new apprentices. Notifies apprentices of class schedules and locations. Notifies coordinator weekly progress reports for all classes. Update website on abatement class schedules/apprentice grades and apprenticeship class schedules. Prepares and emails JAC agenda packets for quarterly meetings to Trustees (after approval from Coordinator). Job fair events. LACC Board of advisory meeting-representative. Set up and processes certifications for training classes. May also assist with accounting. Performs duties as described in lower classifications.

### **OFFICE/ACCOUNT MANAGER**

Performs duties in connection with various aspects of finance and/or payroll. Ability to function in capacity to perform all tasks related to bank deposits, accounts payable, accounts receivable, payroll, bank reconciliation, general ledger analysis, and special projects. Requires knowledge of Excel, Word, 10 Key by touch, and online financial systems. Must have excellent written, verbal, and organizational skills. Processes new apprentices and class schedules. Other duties in accordance with job responsibilities. May also perform duties listed described in lower classifications.