



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Joint Journeyman and Apprentice Training Trust
(JJATT)

November 1, 2019
to
October 31, 2023



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AGREEMENT

This Agreement made and entered into at Los Angeles, California, on **January 9, 2020**, by and between Joint Journeymen and Apprentice Training Trust, hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

WITNESSETH

WHEREAS, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages, and working conditions of all employees coming under the jurisdiction of this Agreement; specifically, any phase of office or clerical work.

Section 1.2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

ARTICLE 2 - UNION SHOP

Section 2.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall on the thirty-first (31st) day following the date of execution of this Agreement, become and remain members in good standing in the Union.

Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

Section 2.2. When a position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union giving the name of the new employee, starting date, and classification.

Section 2.3. The Employer or the Employer's representative shall make known to the employee what duties to perform and from whom to receive instructions.

Section 2.4. Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment.

Section 2.5. All money deducted or collected by the Employer shall be remitted to the Union on or before the 20th day of the month following that in which the deductions or collections are made. The Employer shall submit to the financial officers of the Union a monthly record of those employees from whom deductions or collections have been made.

ARTICLE 3 - SUBCONTRACTING

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

ARTICLE 4 - PROBATIONARY TEMPORARY AND REGULAR PART-TIME EMPLOYEES

Section 4.1. All employees may be regarded as probationary employees for the first ninety (90) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

Section 4.2. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitled to all contract benefits from date of employment.

Section 4.3. A temporary employee must be informed at the start of employment of their temporary employee status and may not work past six (6) months of employment except as replacement for periods of sick leave, vacation, or leave of absence.

Section 4.4. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave 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. Such contact shall not unreasonably interfere with the employee's work.

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, not to exceed two (2) hours per week, for such duties, except for grievance meetings that extend beyond two (2) hours.

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. The Union shall notify the Employer of any situation or circumstance that it believes infringes on the safety and health of the employees. The parties agree to discuss these matters and to seek, in good

faith, a mutually acceptable resolution. Such matters, however, if not resolved shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 6.2. The Employer agrees to abide by all of the applicable 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 am and 7:00 pm, except as provided in Article 9, and the employee's designated starting time shall be the time to start to work.

Section 7.2. The regular workweek shall be five (5) seven and one-half (7½) consecutive hour days, Monday through Friday inclusive, excluding an unpaid lunch period of one (1) hour. The lunch period shall be taken not more than five (5) hours after reporting to work. Upon mutual consent between the employees and the Employer, the employees have the option to change the workday back to seven (7) hours at any time.

An employee who works less than thirty-five (35) hours per week is designated a part-time regular employee as provided in Article 3, Section B, above.

Section 7.3. The Employer may schedule the employees as follows: Monday through Thursday, 7:00 am to 4:00 pm, with a one (1) hour unpaid lunch break, and Friday 7:00 am through 12:30 pm, with no lunch break.

All other benefits will be adjusted accordingly to reflect the seven and one-half (7½) hour work day.

Section 7.4. Time will be marked in six (6) minute increments. Employees will not be docked for time if the employee clocks in within the first six (6) minutes of the shift. However, clocking in after the shift is a "tardy" and repeated tardiness shall subject an employee to discipline. Employees may make up lost time if approved by the Employer.

Section 7.5. An alternate four (4) day workweek may be established by the Employer. Such a workweek may be established by the Employer for one (1) or more employees based upon business considerations. The following conditions shall apply to any four (4) day workweek.

- 1) The workweek shall be four (4) consecutive eight and three-quarter (8¾) hour days, excluding a lunch period of not more than one (1) hour, Monday through Friday.
- 2) The notice of its intent to Employer shall give an employee one (1) week's intent to establish a four (4) day workweek or of return to a five (5) day workweek.

ARTICLE 8 - WAGES

Section 8.1. The Employer agrees to pay not less than the minimum hourly 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, 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. Whenever an employee is assigned to a higher classification job, the employee shall be paid the higher classification minimum rate for all time employed in the higher classification.

Section 8.4. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment. An employee that reports for work on a scheduled workday and is sent home by the Employer prior to the end of the employee's shift, shall be guaranteed pay for one-half ($\frac{1}{2}$) of the hours of that shift. This guarantee, however, shall not apply if the Employer gives reasonable advance notice to the employee that the workday or portion thereof has been canceled.

Section 8.5. When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, and lectures, the Employer shall pay the regular hourly rate outlined under the appropriate grade listed on Exhibit "A". In the event an employee must travel to such a meeting, the Employer and Union shall meet to discuss an arrangement for payment of travel time and for payment for food and lodging.

It is further understood that employees assigned to work at the Annual Banquet shall be paid the overtime rate for all hours worked at the banquet. There shall be no obligation to pay for travel time or for the hours that the employee attends the banquet.

Section 8.6. Any temporary or regular part-time employee coming under the jurisdiction of the Union working three and one-half ($3\frac{1}{2}$) hours consecutively or less shall be paid for not less than three and one-half ($3\frac{1}{2}$) hours.

Section 8.7. A designated weekly payday shall be established in all offices and not more than three (3) days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

Section 8.8. 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 ($3\frac{1}{2}$) hours' pay.

Section 8.9. 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.

Section 8.10. 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 8.11. 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: holidays, sick leave, vacation, and seniority accruals. The Employer shall also make retirement contributions for such periods.

ARTICLE 9 - OVERTIME

Section 9.1. The employee shall not work overtime unless authorized by the Employer.

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

- 1) For regular full-time employees, all hours worked in excess of the employee's regularly scheduled hours of work set Under Article 7, Section 7.2, exclusive of lunch period;
- 2) For regular part-time and temporary employees, for all work performed over thirty-seven and one-half (37½) hours in the workweek (Monday - Saturday), exclusive of lunch breaks;
- 3) For all work performed for the first twelve (12) hours on a Saturday, provided the employee has worked his or her regular schedule of hours during the regular workweek. For the purposes of this subparagraph (3), holiday and vacation time taken during the regular workweek shall be considered hours worked. If an employee has worked less than his or her regularly scheduled hours, straight time shall be paid on the number of hours, up to seven (7), that the employee is missing from his or her regular schedule.
- 4) Employees who are on an alternate four (4) day workweek. For all work performed for the first fourteen (14) hours on unscheduled days, except Sundays, provided the employee has worked his or her regular schedule of hours during the regular workweek. If an employee has worked less than his or her regular scheduled hours, straight time shall be paid on the number of hours, up to eight and three-quarters (8¾) that the employee is missing from his or her regular schedule.

Section 9.3. Double (2) time shall be paid for in the following cases:

- 1) For all hours worked in excess of twelve (12) hours in any day, Monday through Saturday;
- 2) For all hours worked on Sunday;
- 3) Time worked on a holiday or day observed as such; and
- 4) Employees who are on an alternate four (4) day workweek. For all hours worked in excess of fourteen (14) hours in any day, Monday-Saturday;
 - (a) For all hours worked on Sunday; and
 - (b) Time worked on a holiday or day observed as such.

Section 9.4. When an employee is required to work overtime beyond 7:00 p.m., Monday through Friday, the employee shall be allowed a dinner period not to exceed

one-half (½) hour, said dinner period shall be considered as overtime work in computing the first three and one-half (3½) hours' overtime.

Section 9.5. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at time and one-half.

Section 9.6. When an employee is required to work on a meeting night (5:00 pm. or after), said employee shall be paid at the time and one-half (1½) for all hours worked. The employee will be entitled to a one-half (½) hour paid meal/break which will be scheduled at a time that does not interfere with the preparation for the meeting or with the meeting.

ARTICLE 10 - HOLIDAYS

Section 10.1. The holidays recognized in the D.C. 16 ARCA/MCA Service Master Labor Agreement shall be the holidays recognized under this Agreement and all regular employees shall be allowed to take those days with pay.

1) In addition to the above holidays, all regular employees shall be allowed to take the following holidays with pay:

- (a) Good Friday;
- (b) One-half (½) day before Thanksgiving; the Friday after Thanksgiving;
- (c) One-half (½) day before Christmas Day; and
- (d) One-half (½) day before New Year's Day.

2) If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, and if any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 10.2. Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive two (2) times the regular hourly rate of pay.

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

Section 10.4. A regular part-time employee shall be entitled to a paid holiday if the holiday falls on the day of the week that the employee is regularly assigned to work. Such holiday pay shall be the number of hours that the employee regularly works on that day.

ARTICLE 11 - SICK LEAVE/PERSONAL LEAVE

Section 11.1. 1) Beginning January 1995, all regular full-time employees shall be granted, with pay, twelve (12) days' sick leave/personal leave per year, accumulated at

the rate of one (1) day per month from January 1, 1995, or the date of hire for employees hired after January 1, 1995. All regular part-time employees shall be entitled to sick leave/personal leave on a pro-rata basis.

2) Employees may use earned, accrued sick leave/personal leave when required to attend to a sick or injured child and/or seriously ill or injured spouse or parent and actual employee illness.

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

4) All unused sick leave/personal leave shall be accumulated at the rate of one (1) day per month to a maximum of twenty (20) working days to be used as needed in case of prolonged illness. In the last payroll period in December of each year, the Employer will pay out all accumulated sick leave/personal leave beyond twenty (20) days at fifty percent (50%) of the employee's rate of pay.

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

Section 11.2. Sick leave/personal leave shall be converted into cash time with the Employer paying sick leave when the employee becomes eligible for State Disability Insurance (SDI) or Workers' Compensation benefits. The Employer shall pay the employee the difference between the amount received by the employee from SDI or Workers' Compensation and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the employee has been paid to the employee.

ARTICLE 12 - VACATIONS

Section 12.1. Each regular full-time employee shall be entitled to paid vacations according to the following schedule:

For employees hired before November 1, 2012:

1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks

For employees hired on or after November 1, 2012:

1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks

Section 12.2. Employees hired after January 1, 1995, who complete their probationary period, shall use their date of hire as a regular employee for purposes of computing their vacation time.

Section 12.3. All unused vacation time accumulated over the employee's vacation year shall be paid to the employee at one hundred percent (100%) of the employee's rate of pay upon the beginning of a new vacation year except, that upon approval of the Employer, up to one (1) week's unused vacation time may be transferred over to the new vacation year.

Section 12.4. All vacation scheduling is subject to the Employer's consent and approval. In December of each year, employees may designate their preferences for vacation time in the upcoming calendar year. In the event of a scheduling conflict, the employee with greater seniority shall be given first preference. If, however, an employee seeks to reschedule a vacation later, or does not schedule a vacation time during the month of December, previously scheduled vacations shall take precedence over the vacation request.

Section 12.5. If requested, employees shall receive their vacation pay prior to the start of their vacation.

Section 12.6. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. Likewise, in the case of death, all accumulated vacation credits shall be paid to the employee's estate.

ARTICLE 13 - LEAVE OF ABSENCE

Section 13.1. 1) Upon mutual agreement in writing, leave of absence may be granted, and in the event, such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be signed in triplicate form with a copy to be retained by the employee, a copy to be submitted to the Union, and a copy to be retained by the Employer.

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

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

Section 13.2. In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, domestic partner, step-child, adopted child, mother-in-law, father-in-law, grandparents, and grandchildren) an employee shall be granted a leave of absence with pay up to three (3) days.

Section 13.3. By mutual agreement the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

Section 13.4. An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's regular job at the rate then current for the classification.

Section 13.5. Employees granted a leave of absence under this Article shall not accrue vacation and/or sick leave during the time the employee is on a leave of absence. Such vacation and/or sick leave during a year where a leave of absence is granted shall be prorated so that the paid leave is based upon hours worked and hours paid under Article 8, Section 8.11.

The Employer shall not be obligated to make contributions to the health and welfare and retirement funds during any leave granted under this Article unless the Employer is obligated under State and Federal law to maintain coverage during a particular absence.

ARTICLE 14 - 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.

Section 14.2. The Employer shall advise the employee in writing of any discharge and the reasons thereof.

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

Section 14.5. The following progressive discipline procedure shall apply in those circumstances where an employee's conduct or performance is appropriately disciplined

through progressive steps. Nothing herein shall limit the Employer from imposing severe discipline or from immediately terminating an employee where gross or severe misconduct justify such action.

First Offense	Verbal Warning (memorialized in writing)
Second Offense	Written Warning
Third Offense	Final Written Warning or Suspension
Fourth Offense	Termination with accompanying Termination Notice

- 1) Copies of all written warnings shall be mailed to the Union.
- 2) Employees shall acknowledge receipt of written warnings by signing on the appropriate line. Acknowledgment of receipt does not constitute an agreement by the employee to the discipline.
- 3) Warnings shall be removed from the employee’s personnel file after twelve (12) months provided that no related discipline has been issued within that same twelve (12) month period. The Employer may also refer to the employee’s personnel file for a frequent pattern of the infraction for which there was discipline.

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, and recalls, seniority based upon continuous service shall prevail where demonstrated skill and ability to perform the available work is substantially equal.

The terms “skill” and “ability” as used in this Article means work experience with the Employer, work output, conduct, initiative, attendance record, aptitude, adaptability, dependability, skill, efficiency, job enthusiasm, and attitude.

Section 16.2. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- 1) If the employee quits;

2) If the employee is discharged and the discharge is not reversed through the grievance procedure.

3) If an employee who has been laid off fails to report within three (3) working days after being notified to report and does not give a satisfactory reason.

Section 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 month period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

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:

1) The grievance must be presented to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

2) If no agreement can be reached on the grievance within ten (10) working days from the date it is first presented to the Employer, the Union shall arrange, at no cost to either party, for a mediation session through either the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service. In the event that a session cannot be scheduled within ten (10) working days the grievance shall be automatically referred to the next step unless the parties mutually agree to extend the time period.

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

4) The 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 moving party and the arbitrator shall proceed ex parte. In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

ARTICLE 18 - 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 privilege of using the Union label shall be extended to all employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

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 and Professional Employees International Union, Local 537, AFL-CIO, CLC and under agreement with the Union, this card is to be the property of the Union.

ARTICLE 21 - TECHNOLOGICAL CHANGES

Section 21.1. In the event of proposed technological changes, such as automation, 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 shall be assigned to employee(s) covered by this Agreement.

Section 21.3. In the event training programs are necessary to qualify employees for such jobs, the Employer shall provide the necessary training to the employees assigned to the work. To the extent practicable, the Employer will cross-train employees on new equipment.

ARTICLE 22 - RULES AND REGULATIONS

The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Employer shall maintain an office bulletin board and furnish the Union with a written or printed copy of all such rules and regulations, and all changes therein. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

ARTICLE 23 - JURY DUTY

When an employee is absent from work in order to serve as a juror in response to a jury summons, the employee shall be paid one hundred percent (100%) of their regular salary for those hours for which absent from work during the regular workday or regular work week up to a maximum of five (5) working days, 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 five (5) days would be a hardship on the Employer.

ARTICLE 24 – VOTE

Section 24.1. 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 24.2. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit “D”.

ARTICLE 25 - DURATION

This Agreement shall be in full force and effect from November 1, 2019 through October 31, 2023 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by October 31, 2023, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

FOR THE EMPLOYER:

Joint Journeyman and Apprentice
Training Trust

FOR THE UNION:

OPEIU Local 537

Chairman

Jacqueline K. White-Brown
Business Manager

Date

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

Date

EXHIBIT "A" - WAGES

Section A.1. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

Employees hired as Temporary employees will be paid no less than the Temporary Employee rate for a period not to exceed six (6) months in duration.

CLASSIFICATION	November 1, 2019
Temporary Employee	\$20.00
Grade I	\$25.75
Grade II	\$28.25
Grade III	\$31.25
Grade IV	\$34.25

Section A.2. Effective November 1, 2019, a one dollar and seventy cents (\$1.70) per hour increase for all current employees, to be allocated to wages, health and welfare, and pension.

Effective November 1, 2020, a one dollar and seventy cents (\$1.70) per hour increase for all current employees, to be allocated to wages, health and welfare, and pension.

Effective November 1, 2021, a one dollar and seventy cents (\$1.70) per hour increase for all current employees, to be allocated to wages, health and welfare, and pension.

Effective November 1, 2022, a one dollar and seventy cents (\$1.70) per hour increase for all current employees, to be allocated to wages, health and welfare, and pension.

EXHIBIT “B” - HEALTH AND WELFARE AND DENTAL

Section B.1. Effective November 1, 2019, the Employer shall contribute ten dollars sixty-two cents (\$10.62) per hour to the Air Conditioning & Refrigeration Industry Health and Welfare Plan. Any future contribution increases shall be allocated from contract increases set forth in Exhibit “A”, Section A.2.

SECTION B.2. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the Agreement 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 - RETIREMENT FUND

Section C.1. Effective November 1, 2017, and throughout the term of this Agreement, the sum of three dollars and five cents (\$3.05) per hour shall be paid into the Office and Professional Employees International Union Locals 30/537 Retirement Plan for each regular full time and regular part-time employee. *[A total of twenty-five cents (25¢) deducted from employee's November 1, 2017 wage increase resulting in a combined contribution of three dollars and five cents (\$3.05)].*

Section C.2. Such contributions shall be made for employees on paid vacations, paid holidays and on paid 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.

Section C.4. 401-A Plan

Effective November 1, 2006, the Employer shall contribute an hourly contribution in the amount of four dollars and fifty cents (\$4.50) for Salary Grade 1 and five dollars (\$5.00) for Salary Grades 2, 3, and 4, on behalf of each regular full-time and regular part-time employees to the Air Conditioning & Refrigeration Joint Industry Trust Funds 401-A Plan.

401 - K. Each regular full-time and regular part-time employee shall be allowed to contribute to the Air Conditioning & Refrigeration Joint Industry Trust Funds 401-K Plan.

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

TO:

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

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

[] weekly [] bi-weekly [] monthly (check one).

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

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

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

Signature

Print or type name

Home Address

City State Zip

Date Witness

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

JOB DESCRIPTIONS

GRADE I. Responsible for reception, answering phones, receiving and distribution of mail. Possess skills to operate standard office equipment. Must possess basic knowledge of Microsoft Office Suite (Word & Excel).

GRADE II. Assists with administrative duties. Duties may include, but are not limited to, answering phones, typing correspondence, filing, faxing, and note taking. Additional duties may include some research. Must have good customer service skills along with interpersonal, communication, oral, and written skills. Must be able to use Microsoft Word and Excel and be able to navigate the internet when necessary. Other duties in accordance with job responsibilities as assigned, plus all of Grade 1.

GRADE III. Advanced knowledge of all software programs; advanced bookkeeping skills required; works independently and performs all functions of Grades I and II.

Knowledge of Microsoft Office Suite (Word, Excel, Outlook, etc.), ATS, and be able to navigate the internet when necessary. Researches and prepares reports and memoranda as needed. Assists in all organization and maintenance of the department. Assists with special projects, takes notes when needed, composes correspondence, inputs and retrieves computer data, handles phones and mail, and other administrative related duties. Must have excellent oral and written communication skills and work well under pressure. Performs all functions of Grades I and II. Other duties in accordance with job responsibilities as assigned.

GRADE IV. Works as an Office Manager and reports to the Director of Training and Training Coordinator. Responsible for overseeing all operational aspects of the Training Center Office as they apply to Grades I, II and III, in addition to performing all other assigned bargaining unit work. Such person shall not have the authority to hire, fire, suspend, or discipline other employees. It is further understood that Grade IV must be able to perform all functions required in the Training Center office. Other duties in accordance with job responsibilities as assigned.