



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

IBEW LOCAL 465

September 1, 2021
to
August 31, 2024



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AGREEMENT

This Agreement made and entered into at San Diego, California as of September 30, 2021, by and between International Brotherhood of Electrical Workers Local Union 465, hereinafter referred to as the Employer, and the Office and Professional Employees International Union, Local 537, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

In the interest of harmony, efficiency and uniformity, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - RECOGNITION

Section 1.1. The Employer shall recognize the Union for the purpose of collective bargaining with respect to hours, wages and other terms and conditions of employment, as the sole and exclusive bargaining agent for all employees coming under the jurisdiction of this Agreement.

Section 1.2. It is understood and agreed that in the event of the creation of a job classification or type of work not herein provided for, the Employer and the Union shall meet and negotiate the rate of compensation and other conditions of employment.

Section 1.3. The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer, and to promote and encourage harmonious relations between the employees and the Employer.

ARTICLE 2 - UNION SECURITY

Section 2.1. It shall be a condition of employment that all current employees and employees hired on or after the effective date of this agreement shall after the thirty-first (31st) day following the effective date of this Agreement or their date of hire, become and remain members of good standing in the Union.

A. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of an Initiation Fee and Regular Monthly Dues and other fees required by the Union's Bylaws.

B. Employees, who do not comply with the provisions of this Section, shall be discharged by the Employer upon request of the Union.

Section 2.2. It continues to be the policy of the Employer and the Union not to discriminate against, retaliate against or harass any employee on account of race, color, sex, gender, gender identity, gender expression, sexual orientation, religion age, national origin, ancestry, actual or perceived disability, medical condition, marital status, family status, veteran status, union membership, whistleblower status, or another characteristic protected by common

law, federal or state law, regulation, rule or ordinance, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, Sections 1891 through 1988 of Title 42 of the United State Code, the American with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Family Medical Leave Act, the California Fair Employment and House Act, the Family Rights Act.

ARTICLE 3 - RIGHTS OF MANAGEMENT

Section 3.1. The right to hire, promote, transfer or discharge, to maintain the efficiency of employees, to determine work schedules, are management prerogatives, except that any grievance arising out of promotion, transfer or discharge, shall be adjusted through the grievance procedure set forth in Article 15. The Employer shall have the right to exercise discipline in the interest of good service and proper conduct of its business.

Section 3.2. The Employer retains the exclusive right to determine the competence and qualifications of the applicants who are referred and shall be free to select the applicant of its choice.

Section 3.3. The Employer, upon hiring each employee, shall make known to them the duties they are expected to perform, and from whom they are to receive their instructions as to policy and procedure of the establishment, including that it will be just cause for immediate discharge for any employee:

A. To knowingly divulge to any person any confidential matter relating to the Employer's business, unless such disclosure is made in the proper performance of the employee's duties or with the approval of the Employer.

B. To knowingly involve themselves in the Local Union politics against the Employer.

C. To knowingly involve themselves in any actions that are insubordinate in nature.

Section 3.4. In no event, shall any employee be accountable to more than one (1) supervisor or his designated representative.

ARTICLE 4 - UNION REPRESENTATION

Section 4.1. The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

Section 4.2. The Employer shall recognize the Union steward and shall permit the steward to perform during working hours such Union duties 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 5 - PROBATIONARY, TEMPORARY AND REGULAR EMPLOYEES

Section 5.1. All employees may be regarded as probationary employees for the first six (6) month. Such employee may be terminated during this six (6) month period without any recourse whatsoever.

Section 5.2. 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 5.3. A temporary employee is one who is hired for a specific project not to exceed six (6) 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" of this Agreement.

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 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 5.4. Employees hired on a temporary basis, compensated for one hundred sixty (160) hours or more per month, will receive full benefits after one hundred eighty (180) days (six (6) months).

Section 5.5. An employee required by the Employer to work thirty (30) hours or less in one (1) week, is considered a part-time employee.

Section 5.6. 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 6 - WORKING HOURS

Section 6.1. The regular workweek shall be forty (40) hours, consisting of eight (8) consecutive hours exclusive of a lunch period between 7:00 a.m. and 5:00 p.m., Monday through Friday. Flexible work schedules may be instituted by mutual agreement of both parties. These schedules are limited to the above listed hours and four (4) ten (10) hour days. Work weeks with a recognized set holiday(s) will revert to a five (5) day, forty (40) hour work week.

Section 6.2. The lunch period shall be not less than one-half (½) hour and not more than one (1) hour long, each day between 11:00 a.m. and 2:00 p.m.

Section 6.3. All employees shall receive a mid-morning and a mid-afternoon rest period of fifteen (15) minutes each. Rest periods will be taken during the workday.

Section 6.4. Flexible hours may be arranged upon agreement with the Employer.

ARTICLE 7 - OVERTIME

Section 7.1. The employees shall not work overtime unless authorized by the Employer.

Section 7.2. Any work performed in excess of the regular workday or the regular workweek shall be considered as overtime and shall be paid at the following rate:

- A. The first two (2) hours at time and one-half (1½) the regular hourly rate.
- B. Any hour/hours worked in excess of the first two (2) hours, shall be paid at two (2) times the regular hourly rate.
- C. Any time worked on weekends or holidays, hereinafter defined, shall be paid at two (2) times the regular hourly rate in addition to holiday pay.
- D. When an employee is required to work overtime, two (2) hours after the end of their regular shift, Monday through Sunday inclusive, they shall be allowed a dinner period of one half to one (1) hour. Said dinner period shall not be counted as work time.
- E. When an employee is required to work overtime of more than one and one-half (1½) hours, before the start of their regular shift, Monday through Sunday inclusive, they shall be allowed a meal payment.
- F. Employees called back after their normal working hours have ended shall be guaranteed a minimum of not less than two (2) hours pay, at the double-time rate.

ARTICLE 8 - WORKING CONDITIONS

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 two (2) 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. It is agreed that all employees shall be paid weekly.

Section 8.5. 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 8.6. Any employee who is temporarily assigned to a work location other than the normal work location, shall be compensated for mileage at the rate allowable by the Internal Revenue Service.

Section 8.7. 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 8.8. No employee covered hereby, shall be compelled or allowed to enter into an individual contract or agreement with the Employer varying any of the terms or conditions contained in this Agreement.

Section 8.9. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

Section 8.10. It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement.

ARTICLE 9 - SENIORITY

Section 9.1. Seniority shall mean the length of continuous service with the Employer and shall apply in the event of lay-off and recall. In laying off, rehiring and promoting, the principle of seniority shall govern, provided that efficiency and ability are equal.

Section 9.2. In the event of a lay-off, resulting in the reduction of the number of employees, the employee with the least amount of seniority in the affected classification shall be laid off first.

Section 9.3. Such employees bumped by a senior employee, as provided in the foregoing Section, shall be allowed to exercise his seniority rights in the same manner. An employee who exercises such rights will retain the employee's wage-step status, but will be paid the rate applicable to the classification. In cases where the employee has not held the job previously, such employee shall be entitled to bump employees in an equal or lower classification based upon seniority and qualifications.

Section 9.4. Employees who are assigned to perform work at a lower job classification, due to circumstances beyond their control, shall receive no reduction in wages. Employees affected by this section shall not receive wage increases until wages, in their new classification, reach parity.

Section 9.5. The Employer cannot arbitrarily lower the wages of an employee who continuously performs the same work at a wage that has been previously established for that work.

Section 9.6. Any employee who is laid-off shall be recalled when work is available, in accordance with such employee's seniority status. Such employees shall be notified, in writing, of the date to report for work which shall not be less than five (5) regular work-days after such notification is given, however, nothing shall prohibit such employees from reporting for work earlier by agreement with the Employer.

Section 9.7. An employee shall lose all seniority rights in case of voluntary resignation or discharge for just cause. An employee laid-off shall be placed on the recall list for a period of one (1) year, retaining prior seniority status.

ARTICLE 10 – TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES

Section 10.1. In the event a new position is created, within the bargaining unit which requires other skills than are currently performed under this agreement, the Employer agrees to discuss such changes with the Union.

Section 10.2. An employee who is awarded a new job through the operation of this Article, shall be on a thirty (30) day probationary period for said job. The probationary period shall start after the completion of any needed training. During that probationary period, the employee shall be returned to their former job if the employee is found, by the Employer, not to be qualified to perform the new job.

Section 10.3. It is agreed that present qualified employees shall be given first consideration for any new or changed position before persons outside of the bargaining unit are hired to fill the resulting job.

ARTICLE 11 – VACATIONS

Section 11.1. Vacations with pay are hereby established for all regular employees covered by this Agreement as follows:

1 year	10 days
5 years	15 days
15 years	20 days
20 years	25 days
25 years	30 days

Section 11.2. Employees shall receive vacation days on January 1 of each year; except in the case of the milestones listed in Section 11.1 above, in which the additional week of vacation will be awarded on the employee's anniversary date.

Section 11.3. In the event of resignation or discharge of an employee, all earned and unused vacation time on a pro rata basis for the current year 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 11.4. Vacations are not meant to be cumulative and should be taken annually. If circumstances prevent an employee from taking vacation during any given year, such employee shall be allowed to accumulate vacation until circumstances permit the taking of vacation days. Vacation days will be taken as soon as possible after the employee's anniversary date.

Section 11.5. A regular part-time employee shall be given vacation on a pro-rata basis.

Section 11.6. Employees otherwise entitled to vacation with pay, can request up to one (1) additional weeks' vacation without pay. This will be granted at the sole discretion of the Employer.

Section 11.7. Employees shall have the option of taking all earned vacation or dividing it into periods of their choice, providing production and workload requirements do not make their request unreasonable.

Section 11.8. Employees shall receive earned vacation pay prior to the start of their vacation.

ARTICLE 12 – HOLIDAYS

Section 12.1. The following days are hereby designated as paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day After Thanksgiving
Presidents Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Three Floating Days**
Labor Day	

Section 12.2. It is further agreed that whenever such holiday falls on Saturday, it shall be observed on the preceding Friday. Whenever such holiday falls on Sunday, it shall be observed on the following Monday, and it is agreed that said holidays shall be granted as days off with pay, in addition to their regular days off.

Section 12.3. Holidays falling during an employee's vacation period shall entitle the employee to an additional day's vacation or an additional day's pay.

Section 12.4. All regular employees, on the payroll of the Employer, shall be paid for the holiday, if the employee works the regularly scheduled day preceding and the regularly scheduled day following the holiday, and shall receive as holiday pay the amount normally paid the employee.

Section 12.5. The Floating Days, can be taken any time during the calendar year, providing it does not interfere with the operations of the Employer. Floating holidays will be taken at a time mutually agreed to by the Employer and employee.

Section 12.6. A regular part-time employee shall be paid for a holiday at their regular scale, if the holiday falls within the employee's time regularly employed each week or month. They shall receive as holiday pay the amount normally paid the employee. In order to be eligible for holiday pay, a regular part-time employee must have worked their last regularly scheduled day prior to and the first regularly scheduled day following the holiday.

Section 12.7. In the event the Employer elects to close the office a day before or a day after a holiday to make a long weekend, employees may use a floater, or take the day off without pay.

ARTICLE 13 – LEAVES OF ABSENCE

Section 13.1. Sick Leave

A. Employee's shall be granted ten (10) days of sick leave per year. The amount of sick leave an employee can accumulate is unlimited. Accrual begins on the date of hire.

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

C. Time that will not count toward sick leave accrual includes:

- 1) Time not worked while on military leave.
- 2) Time while on authorized leave of absence.
- 3) Time worked during any prior (not current) term of employment.

D. Accrued sick leave is reduced by the number of workdays an employee is absent due to illness or accident, except absences due to occupational disabilities.

E. An employee, who uses two (2) days or less of sick leave in any year, will be given bonus day/days as follows:

1 year	1 bonus day
2 years	2 bonus days
3 years	3 bonus days
4 years	4 bonus days
5 years	5 bonus days

The employee may choose either the day(s) bonus pay or leave with pay, to be granted within twelve (12) months from the day it is earned. Bonus pay will not be considered for pension purposes nor will pension contributions be deducted from it.

F. Employees shall be compensated for forty percent (40%) of accumulated, unused sick leave, at retirement. Minimum age to retire shall be at least fifty-five (55). Employees shall give the Employer six (6) weeks' notice, prior to retirement. The amount of payment for sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's retirement. Such payment shall not be counted as compensation for the purpose of computing pension benefits.

G. On the day, on which an employee becomes eligible for Workers Compensation or Disability Benefits, sick leave payments, as provided herein, shall be withheld pending a determination as to the amount of benefits due the employee. When such determination has been made, the employee will receive an amount in sick leave payments, which, together with Compensation or Disability Benefits payment, will equal the regular straight-time salary. The difference in pay will continue until the total accumulated sick leave as transformed into a money equivalent has been paid.

H. In the event an employee has filed an application under Worker's Compensation and is denied benefits, then sick leave shall be paid in full.

I. An employee's sick leave record may be made available to an employee upon request.

Section 13.2. Maternity Leave

A. An employee may continue in employment during pregnancy provided she is able satisfactorily and safely to do so.

B. During maternity leave, the employee shall be paid all current and accumulated sick leave, in accordance with this Article.

C. Such employee must indicate in writing her desire to return to her former position upon termination of disability and must be ready and able to return to work no less than six (6) weeks nor more than four (4) months after the birth of the child or within thirty (30) days in the event of miscarriage. An employee not conforming to this section shall be considered terminated from employment.

Section 13.3. Personal Leave

Employees may request a personal leave of absence without pay, such leave shall be at the discretion of the Business Manager. Sick leave of absence must be submitted to and approved by the Business Manager. Seniority shall not accrue during such absence in excess of six (6) months.

Section 13.4. Bereavement Leave

A. Paid bereavement leave shall be granted to all full-time regular employees, subject to the following limitations:

1) Employee's spouse, parent, stepparent, child or stepchild - five (5) days leave.

2) Employee's brother, sister, spouse's parent, grandparent, grandchild, spouse's brother or sister, and child's spouse - three (3) days leave.

B. Reasonable time off shall be granted without pay.

C. The Employer may require proof of death to qualify for payment of Bereavement Leave.

Section 13.5. Jury Duty Leave

A. Leave of absence with pay will be granted to employees, who complete probationary period and are required to report for jury duty. The employee shall incur no loss of pay for up to thirty (30) working days per year. Jury pay shall not be granted for employee's regularly scheduled days off. The employee shall return to the Employer any court pay received, but not mileage or parking reimbursement.

B. Employees will be required to report to work during any work hours they are not required to be in court. In application of this provision, reasonable driving time will be a consideration.

Section 13.6. Extended Illness Leave

A. The Employer shall grant leave of absence for illness or injury, in addition to normal sick leave. This leave will be without pay and shall be for a period of not more than one (1) year. The one (1) year limitation may be waived by the Business Manager. Requests for Extended Illness Leave will be in writing and must be accompanied with medical certification of illness or injury.

B. The Employer may employ a temporary replacement for an employee on any authorized leave of absence.

C. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absences described and set forth in this Article, except as outlined in Section 13.3.

ARTICLE 14 – DISCHARGE PROCEDURE

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. For less severe situations where the employees 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 given to the employee and the Union.

First Occurrence	Verbal Warning/Coaching
Second Occurrence	Written/Warning/Coaching
Third Occurrence	Written Warning and 3 Day Suspension without pay
Fourth Occurrence	Written Warning and 5 Day Suspension without pay
Fifth Occurrence	Termination

Section 14.3. The Employer will hold the files for the employee and the warnings will be removed from the employee's personnel file after twelve (12) months when there is no related discipline in the interim.

ARTICLE 15 – GRIEVANCE PROCEDURE

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 five (5) 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 mediation.

C. The Employer and the Union mutually agree that Federal Mediation and Conciliation Services (FMCS) will be utilized to effectuate resolution of dispute at no cost to the parties.

D. If no agreement is reached in FMCS, either party may within thirty (30) days submit the dispute to Arbitration.

E. The arbitrator shall be selected from an odd numbered list of names supplied by the Federal Mediation & Conciliation Services (FMCS). Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. 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 16 – SEVERANCE PAY

Section 16.1. Employees with two (2) or more years of service, who are laid off shall be given two (2) weeks' notice, in writing or two (2) weeks' pay in lieu thereof. This clause shall not apply when the discharge is for dishonesty or such misconduct that immediate action is necessary.

Section 16.2. Under no circumstance can the two (2) week vacation be used in lieu of two (2) weeks' notice of the employee's intended resignation.

ARTICLE 17 - HEALTH, WELFARE AND LIFE INSURANCE

Section 17.1. **Health & Welfare** - The Employer agrees to pay into the San Diego County Teamsters-Employers Insurance Trust Fund (or equivalent) on behalf of each employee covered by this Agreement to provide hospital and medical coverage in the trust plan known as "Plan C." The Employer agrees to pay the entire cost thereof to the Trust Fund and should the cost of maintaining the existing benefits increase, the Employer shall pay such increase to the Trust Fund.

For employees hired on and after September 1, 2021, the Union agrees that the Employer may withhold from wages otherwise due the employee an amount equal to twenty percent (20%) of the Health & Welfare contributions due the Trust for the month during which hours are worked.

Section 17.2. Dental Insurance - The Employer agrees to pay into the San Diego County Teamsters-Employers Insurance Trust Fund (or equivalent) on behalf of each employee covered by this Agreement to provide dental insurance coverage as per the schedule of benefits established by the San Diego County Teamsters-Employers Insurance Trust known as Option 2. The Employer agrees to pay the entire cost thereof and should the cost of maintaining the existing benefits increase, the Employer shall pay such increases.

For employees hired on and after September 1, 2021, the Union agrees that the Employer may withhold from wages otherwise due the employee an amount equal to twenty percent (20%) of the Dental Insurance contributions due the Trust for the month during which a minimum of eighty (80) hours in the previous calendar month are worked.

Section 17.3. Prescription Drugs - The Employer agrees to pay into the San Diego County Teamsters-Employers Insurance Trust Fund (or equivalent) on behalf of each employee covered by this Agreement to provide prescription drug insurance coverage as per the schedule of benefits established by the San Diego County Teamsters-Employers Insurance Trust known as "Original Plan." The Employer agrees to pay the entire cost thereof and should the cost of maintaining the existing benefits increase, the Employer shall pay such increases.

For employees hired on and after September 1, 2021, the Union agrees that the Employer may withhold from wages otherwise due the employee an amount equal to twenty percent (20%) of the Prescription Drugs contributions due the Trust for the month during which a minimum of eighty (80) hours in the previous calendar month are worked.

Section 17.4. Vision Coverage - The Employer agrees to pay into the San Diego County Teamsters-Employers Insurance Trust Fund (or equivalent) on behalf of each employee covered by this Agreement to provide vision insurance coverage as per the schedule of benefits established by the San Diego County Teamsters-Employers Insurance Trust. The Employer agrees to pay the entire cost thereof and should the cost of maintaining the existing benefits increase, the Employer shall pay such increases.

For employees hired on and after September 1, 2021, the Union agrees that the Employer may withhold from wages otherwise due the employee an amount equal to twenty percent (20%) of the Vision Coverage contributions due the Trust for the month during which a minimum of eighty (80) hours in the previous calendar month are worked.

Section 17.5. The parties hereby accept the terms of the existing Trust and any amendments to that Trust required to accomplish the provisions of this Collective Bargaining Agreement and those of other contributing employers and, by this acceptance, agree to and become parties to said Trust.

The parties hereto agree to accept and execute such "acceptance of trust documents" as may be required for participation in each Trust and such payments shall be made in accordance with the provisions uniformly established by the Joint Board of Trustees.

Section 17.6. A death benefit will be provided, with a minimum of fifty thousand (\$50,000) dollars payable to the beneficiary named upon the death of an employee of Local 465 covered by this agreement. This death benefit shall be paid immediately upon receipt of a certified copy of a Death Certificate.

ARTICLE 18 – PENSION

Section 18.1. All regular full- time employees shall be covered by a pension plan, which is presently the Labor Unions 401K Plan, or any qualified 401K which meets or exceeds State and Federal retirement laws.

Section 18.2. ELIGIBILITY

All regular employees shall be eligible to have contributions paid by the Employer into the pension plan.

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.

Section 18.3. CONTRIBUTIONS

Pension contributions, by the Employer, shall be twelve percent (12%) of the base wage rate for straight time hours.

For employees hired on or after January 1, 2017, the Employer shall contribute five percent (5%) of the base wage rate for straight time hours.

Section 18.4. 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.

ARTICLE 19 – SUBCONTRACTING

All work described in this Agreement or performed by 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 20 – DUES DEDUCTION

Upon receipt of authorization signed by the employee, the Employer shall deduct from the employee's pay, initiation fees, three (3) equal installments, monthly dues and voluntary contributions to the OPEIU Voice of the Electorate (VOTE) attached as Exhibit "C", payable that same month to the Union in an amount directed by the Union for the period specified, so long as the employee remains in the bargaining unit.

ARTICLE 21 – SAVINGS CLAUSE

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 a decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions thereof any they shall remain in full force and effect.

ARTICLE 22 – RETROACTIVITY

Should it become necessary to extend this Agreement beyond midnight, August 31st, of any given year involved, this Agreement will be retroactive to September 1st of the year involved.

ARTICLE 23 – TERM

This Agreement shall be in full force and effect from September 1, 2021 through August 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 August 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:

IBEW Local 465

FOR THE UNION:

OPEIU Local 537

Raul “Kiko” Diaz
Assistant Business Manager

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

Date

Date

*JKWB:mm
OPEIU #537/af-cio, clc*

EXHIBIT "A" - WAGE SCALE

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.

Effective September 1, 2021, all bargaining unit employees shall receive the same wage increases as negotiated for SDGE during the term of this agreement.

Effective September 1, 2021 (3.75%)				
Classification	Start	1 Year	2nd Year	3rd Year +
Administrative Assistant	\$21.61	\$23.99	\$26.36	\$29.01
Membership Specialist	\$30.19	\$31.37	\$32.56	\$34.76
Executive Assistant/Office Manager	\$45.77	\$47.27	\$48.80	\$50.39

Effective September 1, 2021, an inequity of one point two five percent (1.25%) per hour shall be paid to Kristen Tereschuk, in addition to any general wage increases.

Effective September 1, 2022, an inequity of one point two five percent (1.25%) per hour shall be paid to Kristen Tereschuk, in addition to any general wage increases.

Effective September 1, 2021, an inequity of one point seven five percent (1.75%) per hour shall be paid to Jackie Villarino, in addition to any general wage increases.

Effective September 1, 2022, an inequity of one point seven five percent (1.75%) per hour shall be paid to Jackie Villarino, in addition to any general wage increases

EXHIBIT “B”- REMOTE WORK/CELL PHONE STIPEND

Section B.1. Remote Work

Remote work may be permitted at the sole discretion of the Employer and may be revoked at any time. For employees who are directed to remote work the Employer agrees to provide a one dollar and seventy-three cents (\$1.73) per day stipend for each day worked remote to cover any and all expenses.

There will be no additional compensation for voluntary remote work.

Section B.2 Cell Phone Stipend

1. The employees will receive thirty-seven dollars and fifty cents (\$37.50) per month due at the 1st payday.

2. If the Employer chooses to provide work cell phones for the employee, the cell phone stipend will end in the month that the cell phone is provided to the employee.

JOB DESCRIPTIONS

ADMINISTRATIVE ASSISTANT

Works under supervision of a superior and is responsible for confidential files, takes dictation and transcribes same, composes and types routine correspondence, locates information from files and relieves superior of routine clerical functions, and may make minor decisions for a superior. May be responsible for typing contracts, maintaining and preparing reports, set-up and lay-outs on leaflets or articles for newspapers. Other duties in accordance with job responsibilities.

MEMBERSHIP SPECIALIST

Responsible for posting all dues deductions to membership ledger. Posts all dues monies to the General Ledger. Balances each Company's Dues Deductions. Responsible for contacting each sick member with a card and providing information regarding reduced dues, ascertains when terminated members need a Withdrawal Card and issues same, processes Traveling Cards when necessary.

Prepares the monthly Per Capita Report (monthly dues activity report to the I.O.) and other related reports. Is responsible for maintaining proper status of New Hires, Delinquent Dues paying members, Delinquent New Hires and all dues related transactions for the Entire Membership. Sends appropriate letters, notices, follow up action. etc., to membership. Notifies members regarding new Dues Policies and Procedures either by phone or mail. Prepares data for refunds. Runs all reports, lists and labels pertaining to the membership. Responsible monthly back up and copies for the International Union. Process miscellaneous letters. Maintains a current file on Local Death Cards, addresses membership cards.

Prepares supporting data for biweekly Executive Board and monthly General Meetings, send obligatory notices to members. Is responsible for contacting each sick member with a card providing information on reduced dues. handles bulk mailings, the proper filling of information to be ready in case it is needed. responsible for answering incoming telephone calls and guest coming to the front window. Assists in planning events for Local and members, and keeping inventory for merchandise. Other duties in accordance with job responsibilities.

EXECUTIVE ASSISTANT/OFFICE MANAGER

Orders merchandise, acceptance and mailing of packages/shipments, scheduling and event planning, preparation of retirement plaques/packages, document cataloging and retention, filing and copying and misc. conference/convention coordination.

Responsible for payroll, payment of payroll taxes, accounts payable, oversight of accounts receivable, monthly reconciliation of bank accounts, support for miscellaneous audits (accounting, worker's comp, LM2), processing of pension paperwork and payment of death benefits.

Transcribes grievance and meeting notes, negotiation support, dues processing, membership services, small contract maintenance, bylaw maintenance and interpretation

(including seeking approval from the International for these changes), and constitution interpretation. In addition, processes grievances from the first step up to the arbitration step; including the preparation of Return to Work/Last Change agreements. May be responsible for the construction of and filing of legal briefs (in the case that the Business Manager argues the case himself), cataloging and filing of aforementioned grievances. Must be able to perform the duties of the other classifications. Other duties in accordance with job responsibilities.