



AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

Utility Workers Union of America Local 132

April 1, 2021  
to  
May 31, 2024



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## **AGREEMENT**

THIS AGREEMENT made and entered into at Los Angeles, on **July 21, 2021**, by and between the Utility Workers Union of America Local 132, hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

## **WITNESSETH**

WHEREAS, it is mutually agreed by and between the parties hereto as follows:

### **ARTICLE 1 - RECOGNITION**

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

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

### **ARTICLE 2 - UNION SHOP**

**Section 2.1.** (A) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the date of execution of this Agreement, shall remain members in good standing, and those, who are not members on the date of execution of this Agreement, shall on the thirty-first (31<sup>st</sup>) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the thirty-first (31<sup>st</sup>) 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 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. Employees will only be required to receive direction from elected full-time officers of Utility Workers Local 132.

**Section 2.4.** No employee shall as a condition of employment be required or permitted to participate in any internal union political action for their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for a Union office. A violation of this section shall result in a written reprimand subject to the grievance procedure.

**Section 2.5.** Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after the thirty-one (31) days of employment.

**Section 2.6.** All money deducted or collected by the Employer shall be remitted to the Union on or before the 20<sup>th</sup> day of the month following that in which the deductions or collections are made. The Employer shall submit to the financial officers of the Union a monthly record of those employees from whom deductions or collections have been made.

### **ARTICLE 3 – SUBCONTRACTING**

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

### **ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES**

**Section 4.1.** All employees may be regarded as probationary employees for the first five (5) months of employment. There shall be no responsibility for reemployment 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 and may not work past three (3) 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, weekly wage guarantee, holidays, 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 workweek shall be five (5) eight (8) consecutive hour days, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour. The lunch period shall be taken not more than five (5) hours after reporting for work. Such employees will be paid in accordance with Exhibit "A". An employee who works less than forty (40) hours per week is designated as a "part-time regular employee" as provided in Article 4, Section 4.4.

**Section 7.2.** The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee, for every three and one-half (3½) hours worked. Rest breaks are to be taken in the middle of the three and one-half (3½) hours' period. Rest periods shall be considered as time worked for the purpose of determining the workday.

**Section 7.3.** The senior employee shall have the option of working a four (4) day workweek upon request.

## **ARTICLE 8 - WAGES**

**Section 8.1.** The Employer agrees to pay not less than the minimum weekly 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 working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

**Section 8.4.** Any employee who is required to direct the work performed by two (2) or more employees shall receive compensation of not less than five dollars (\$5.00) per week more than the highest paid regular employee directed, or five dollars (\$5.00) in addition to the regular salary, whichever is greater. Any employee required to direct the work of five (5) or more employees shall receive compensation of not less than ten dollars (\$10.00) per week more than the highest paid regular employee directed, or ten dollars (\$10.00) in addition to the regular salary whichever is greater.

**Section 8.5.** All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 8.7 of this Article. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

**Section 8.6.** When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, the Employer shall pay the regular hourly rate outlined under the appropriate classification listed on Exhibit "A", "After 1 Year."

It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at the regular straight time hourly rate, and if not, a regular employee shall be paid at the hourly rate set forth under their classification on Exhibit "A", "After 1 Year"; provided further that should it be necessary for the employee to reside at such meeting place, the employee shall be paid in addition to the above mentioned wages and travel time, round trip coach air fare; and, if required to remain overnight, fifty dollars (\$50.00) per diem, and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding three hundred (300) miles.

The provisions of Article 9 - Overtime shall apply to this section, except that travel time shall not be considered for the purposes of computing overtime.

**Section 8.7.** Any temporary or regular part-time employee coming under the jurisdiction of the Union, working three and one-half (3½) hours consecutively or less, shall be paid for not less than three and one-half (3½) hours. Any temporary or regular part-time employee, working more than three and one-half (3½) hours, but less than a full workday, shall be paid for a full workday, unless the failure to work a full workday is for the convenience of the employee. Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A" of this Agreement as established under the heading "First 6 months."

**Section 8.8.** Any new employee who has previously worked in any trade 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 "After 1 Year."

**Section 8.9.** A designated bi-weekly payday shall be established in all offices and not more than four (4) days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

**Section 8.10.** Whenever an employee is taken from a lower classification job to a higher classification job, the employee shall be paid the higher rate for all time employed in the higher classification.

**Section 8.11.** Any office employee hired who first reports to work and is not put to work shall receive one day's pay.

**Section 8.12.** 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 or four (4) hours' pay, depending on hours worked.

**Section 8.13.** 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 8.14.** 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 8.15.** Holidays and periods of vacation outlined in this Agreement and periods of paid sick leave shall be considered time worked in this Agreement for the following purposes: overtime, holidays, sick leave, vacation, and seniority accruals. The Employer will also make dental, health and welfare, and retirement contributions for such periods.

## **ARTICLE 9 - OVERTIME**

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

**Section 9.2.** (A) Overtime between the seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) hour in the workday shall be compensated for at the straight time rate.

(B) Overtime in excess of eight (8) hours a day or forty (40) hours during the regular workweek of Monday through Friday shall be compensated at the rate of time and one-half (1½), except as provided in Section 9.3 (A) of this Article.

(C) Any and all work for the first seven (7) hours on Saturday shall be compensated at the rate of time and one-half (1½).

**Section 9.3.** Double-time shall be paid for in the following cases:

(A) For all hours worked in excess of ten and one-half (10½) hours in any day, Monday through Friday;

- (B) For all hours worked in excess of seven (7) hours on Saturday; and
- (C) For all hours worked on Sunday.

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

Time worked on a holiday or day observed as such.

**Section 9.5.** When an employee is required to work overtime beyond two and one-half (2½) hours of their scheduled quitting time, said employee will be provided a meal allowance of twelve dollars (\$12.00), plus one-half (½) hour actual time to eat meal.

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

**Section 9.8.** The parties recognize that service to the membership of the Utility Workers Union is primary and, therefore, there may be from time to time a mandatory overtime assignment in absence of voluntary overtime.

**Section 9.9.** The Employer will establish an overtime eligibility list including exclusions and qualifications. Such list will be provided to the employees and the Union.

**Section 9.10.** The Overtime Eligibility list is to be kept by the Secretary Treasurer of UWWA Local 132. Overtime is offered by Seniority/Rotation basis.

Regular full-time employees shall be entitled to casual overtime. Overtime will be equalized so long as the employee can perform the work. It is understood that the employee will be charged with all overtime offered, even if declined. If the overtime arises after the next eligible employee has left for the day, the overtime will be offered to the next employee in line.



## ARTICLE 10 – HOLIDAYS

**Section 10.1.** All employees coming under the jurisdiction of this Agreement shall receive with pay the holidays received by the members of Local 132. At the time of this Agreement, those holidays are:

<b>New Year's Day</b>	<b>Veterans' Day (November 11)</b>
<b>Martin Luther King B Day</b>	<b>Thanksgiving Day</b>
<b>Presidents' Day</b>	<b>Day after Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Christmas Eve</b>
<b>Independence Day</b>	<b>Christmas Day</b>
<b>Labor Day</b>	

Should UWUA 132 Union negotiate the Birthday of Cesar Chavez as a company paid holiday, the Employer will automatically implement parity.

In addition, two (2) floating holidays 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 or the first regularly scheduled workday following, providing the employee is notified forty-eight (48) hours in advance which day is to be observed.

In the event the Employer elects to close their office on any day(s) or part(s) thereof, to observe a holiday other than those listed above, or in "Memorial", the employee(s) shall be paid for such day(s) or part(s) thereof.

**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 any employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

**Section 10.4.** Temporary employees shall be paid for a holiday after ninety (90) 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 holidays on a prorated basis.

## **ARTICLE 11 - SICK LEAVE**

**Section 11.1.** (A) All regular employees shall be granted, with pay, twenty-four (24) days' sick leave per year, accumulated at the rate of two (2) days per month from date of hire.

(B) All unused sick leave shall be accumulated at the rate of two (2) days per month to the maximum of forty (40) working days to be used as needed with pay in case of prolonged illness.

(C) Senior employees with five (5) or more years of service with the same Employer shall be granted an additional fifteen (15) days' sick leave with pay, if and when needed. Such additional fifteen (15) days will be replenished on each subsequent fifth (5<sup>th</sup>) anniversary of service. In no event may any employee under any section of this Article be construed to accumulate more than fifty five (55) 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 (C) will not serve to prevent sick leave payout as outlined in Subsection (B) above. It is further understood that there will be no payout for earned but unused sick leave under this Subsection (C).

(D) If the employee is absent from work for more than three (3) consecutive days, a doctor's certificate may be required to sustain pay.

(E) Two (2) of the above outlined twenty-four (24) days per year shall be granted as paid leave at a time mutually agreed upon between the Employer and the employee.

(F) **Family Leave**

The Employer will provide family leave in accordance with AB 109 Family Medical Leave to allow for one-half (½) of annual sick leave accrual to be used to care for family members. In addition to the definitions listed in AB 109 immediate family will include: parents, spouse or a person with whom the employees immediately beforehand shares a residence and had maintained a committed relationship for at least one year, children, grandchildren, or mother/father in law. Unpaid leave shall be granted upon mutual agreement with Employer.

(G) Up to five (5) days of sick leave may also be used for medical/dental appointments.

(H) If an employee becomes ill during his or her vacation, he or she may be permitted to cancel any vacation time, provided that such employee notifies the Employer of the situation at the onset of the illness and shall present appropriate written evidence of all sick days occurring up to and including returning to duty.

## ARTICLE 12 - VACATIONS

**Section 12.1.** Vacations with pay are hereby established for all employees covered by this Agreement.

<b>Years of Service</b>	<b>Annual Vacation</b>
<b>1 – 4 Years</b>	<b>2 Weeks</b>
<b>5 – 9 Years</b>	<b>3 Weeks</b>
<b>10 -23 years</b>	<b>4 Weeks</b>
<b>24 – 31 years</b>	<b>5 Weeks</b>
<b>32 years or more</b>	<b>6 Weeks</b>

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

In the calendar year in which the fifth (5<sup>th</sup>) year of service is completed and in each fifth (5<sup>th</sup>) calendar year thereafter, a service anniversary vacation allowance of one (1) calendar week or thirty-five (35) hours shall be granted in addition to the employee's regular vacation allowance for that year.

Vacation is earned and accrued month by month from the date of employment at the rate of 1/12<sup>th</sup> of the two (2) weeks' annual vacation per month for those employees who have been employed less than four (4) years; at the rate of 1/12<sup>th</sup> of the three (3) weeks' annual vacation per month for those employees who have completed four (4) years of service and at the rate of 1/12<sup>th</sup> of the four (4) weeks' annual vacation per month for those employees who have completed nine (9) years of service; at the rate of 1/12<sup>th</sup> of the five (5) weeks' annual vacation per month for those employees who have completed twenty three (23) years of service.

No more than two (2) weeks' vacation may be carried over from one year to the next. All remaining accrued vacation in excess of two (2) weeks shall be paid as wages in the last pay period of each calendar year.

**Section 12.2.** Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Vacation scheduling shall be strictly on the basis of seniority between the employees.

**Section 12.3.** Vacation pay shall be paid in advance of the employee's vacation period and shall be computed at the employee's regular straight time weekly rate. 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 credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

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

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

(B) Employees shall be granted extended leaves 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. During such periods of leave, the Employer shall pay the monthly contribution at the then current rate to the Locals 30/537 Health and Welfare and Dental Funds.

(C) Effective December 1, 2008, the Employer shall pay Health and Welfare contributions as provided for in Exhibit "B" of this Agreement to the OPEIU Locals 30/537 Health and Welfare and Dental Funds, at the then current rate for any employee qualifying for a maternity leave under the Statutes of the State of California.

(D) Replacements of employees on leave of absence shall not be paid wages higher than those of employees replaced.

### **Section 13.2. Bereavement Leave**

In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, step-child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren, and domestic partner) an employee shall be granted a leave of absence with pay of three (3) days. Such leave of absence may be extended to five (5) days with pay for bereavement leave where the employee is required to travel outside of the state of California.

### **Section 13.3. Unpaid Leave of Absence**

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. Jury Duty**

The employee shall be granted time off with pay, for those hours for which absent from work during the regular workday or regular workweek, less fee or other compensation paid with response to such jury duty, for one (1) period of jury duty service once every

three (3) years. In the event the needs of the office are such that the employee cannot serve, they will cooperate with the Employer in appealing the call to jury duty.

## **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 any employee because of their Union activities.

**Section 14.2.** The Employer shall advise the employee in writing of the employee's 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.** 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 the Employer or the arbitrator determines 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 Warning:	Verbal (memorialized in writing)
Second Warning:	Written
Third Warning:	Written with up to three (3) days' suspension
Fourth Warning:	Written with up to five (5) days' suspension
Fifth Warning:	Written and termination

The first written warning shall be removed from the employees personnel file upon written request by the employee after twelve (12) months if there is no related discipline in the interim. A third or fourth written warning will be held in the personnel file for a period of two (2) years.

## **ARTICLE 15 - SEVERANCE PAY**

**Section 15.1.** If the Employer discontinues the services of a regular employee, due to lack of work, said employee shall be given two (2) weeks' written notice immediately prior to the date of termination, and severance pay equal to one (1) weeks' pay for each full year of employment. Employees hired after July 1, 2012, will receive severance pay equal to one (1) week's pay for each full year of employment up to a maximum of twenty (20) weeks.

**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 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 a satisfactory reason; and
- (D) The Employer shall not be required to re-hire any employee who has been laid off for two (2) or more years.

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

**Section 16.4.** When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of a 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:

(A) 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.

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

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

(D) 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.

(E) It is agreed that unless extenuating circumstances exist grievance and arbitration hearings will be scheduled during regular working hours.

#### **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 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 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.** In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to work together with the Union to provide where possible training programs for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

**Section 21.4.** If the Employer's office is moved forty (40) or more miles employees will have the option of lay off and severance pay as per Article 15, Section 15.1.

## **ARTICLE 22 - EMPLOYER'S RIGHTS**

The Employer will retain the exclusive right and authority to manage its organization and direct the workforce including the right to hire, classify, suspend, discipline, discharge, and promote its employees, provided it does not conflict with the provisions of this Agreement and that it adheres to Article 14 – Discharge. It shall be the recognized prerogative of the Employer to manage and control its organization. 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 work days after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

## **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 - DURATION**

This Agreement shall be in full force and effect from April 1, 2021 through March 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 March 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:**

Utility Workers Union of America Local 132

**FOR THE UNION:**

OPEIU Local 537

\_\_\_\_\_  
Eric Hoffman  
President

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## EXHIBIT "A" - WAGES

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.

**Section A.1.** For the term of this agreement, all bargaining unit employees shall receive the same wage increases as negotiated for Southern California Gas Company Agreement, retroactive to April 1, 2021.

<b>SALARY SCHEDULE</b> <b>Effective April 1, 2021</b>			
<b>CLASSIFICATIONS</b>	<b>FIRST 6 MONTHS</b>	<b>AFTER 6 MONTHS</b>	<b>AFTER 1 YEAR</b>
<b>Grade 1</b> General Office Support	\$28.08	\$31.45	\$34.90
<b>Grade 2</b> Data Entry Clerk Assistant Bookkeeper Secretary I	\$29.20	\$32.56	\$36.10
<b>Grade 3</b> Secretary Grade II	\$30.32	\$33.67	\$36.45
<b>Grade 4</b> Bookkeeper Secretary Grade III	\$31.45	\$34.81	\$37.27
<b>Grade 5</b> Bookkeeper-Accountant Administrative Assistant	\$32.56	\$35.94	\$41.59
<b>Grade 6</b> Executive Administrative Assistant Sr. Bookkeeper-Accountant	\$33.63	\$37.02	\$42.84

## **EXHIBIT “B” - HEALTH & WELFARE & DENTAL CONTRIBUTIONS**

**Section B.1.** Effective April 1, 2021, the Employer will pay any Health and Welfare increases determined by Office and Professional Employees International Unions Local 30/537 Health & Welfare fund to ensure the maintenance of benefits on behalf of each regular part-time, regular full-time and temporary employees 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.

**Section B.2.** The Employer agrees to pay the dependent coverage of one hundred and fifty dollars (\$150.00). 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 the provisions of the Agreement and Declaration of Trust, including any modifications or amendments thereto as adopted by the Trustees.

The Employer and the Union by executing this Agreement agree to be bound by all the provisions of the Agreement and Declaration of Trust, including any modifications or amendments thereto as adopted by the Trustees.

**Section B.4.** The Employer further agrees to pay COBRA for retired employees up to the maximum of twelve (12) months.

## **EXHIBIT "C" - PENSION RETIREMENT FUND**

**Section C.1.** Effective April 1, 2021, the sum of five dollars (\$5.00) per hour shall be paid into the Office and Professional Employees International Union Locals 30/537 Retirement Plan for each regular and regular part-time employee in accordance with the current guidelines.

Effective April 1, 2022, the sum of five dollars and fifty cents (\$5.50) per hour shall be paid into the Office and Professional Employees International Union Locals 30/537 Retirement Plan for each regular and regular part-time employee in accordance with the current guidelines.

Effective April 1, 2023, the sum of six dollars (\$6.00) per hour shall be paid into the Office and Professional Employees International Union Locals 30/537 Retirement Plan for each regular and regular part-time employee in accordance with the current guidelines.

**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 obligations exist without the necessity of executing any additional written instrument.

**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