



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Cement Masons Local Union 600

July 1, 2019
to
June 30, 2022



<u>ARTICLE</u>	<u>PG</u>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - UNION SHOP	1
ARTICLE 3 - SUBCONTRACTING	2
ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES	2
ARTICLE 5 - UNION REPRESENTATION	3
ARTICLE 6 - SAFETY AND HEALTH	3
ARTICLE 7 - HOURS OF EMPLOYMENT	3
ARTICLE 8 - WAGES.....	3
ARTICLE 9 - OVERTIME	5
ARTICLE 10 - HOLIDAYS.....	6
ARTICLE 11 - SICK LEAVE	7
ARTICLE 12 - VACATIONS	8
ARTICLE 13 - LEAVE OF ABSENCE	9
ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE	10
ARTICLE 15 - SEVERANCE PAY	10
ARTICLE 16 - SENIORITY.....	11
ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES.....	11
ARTICLE 18 - VALIDITY OF AGREEMENT	12
ARTICLE 19 - UNION LABEL	12
ARTICLE 20 - UNION OFFICE CARD	12
ARTICLE 21 - TECHNOLOGICAL CHANGES	13
ARTICLE 22 - RULES AND REGULATIONS	13
ARTICLE 23 - VOTE	13
ARTICLE 24 - NON-DISCRIMINATION	13
ARTICLE 25 - DURATION	14
EXHIBIT "A" - SALARY SCHEDULE	15
EXHIBIT "B" - HEALTH & WELFARE CONTRIBUTIONS	17
EXHIBIT "C" - PENSION CONTRIBUTIONS	18
JOB DESCRIPTIONS	19

This Agreement made and entered into at Los Angeles, California, **September 12, 2019**, by and between the Cement Masons Local Union No. 600 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 (31st) 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 (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. This shall not apply to duly elected officers, business agents and dispatchers not now members of the Union not qualified to become members.

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

SECTION 2.2. When a position is to be filled, the Employer shall first notify the Union of the existence of such a 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. 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. No employee shall as a condition of employment be required or permitted to participate in any internal Union political action of their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for Officers of the Employer.

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 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 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 one hundred eighty (180) 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 is one that is hired for a specific project not to exceed six (6) months. Such temporary employees may be hired as relief for, or replacement of, regular employees for periods of sick leave, vacation, or leave of absence. Temporary employees may be hired when the work load is increased. All employees must be informed of their status at the start of such temporary employment.

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".

(B) The Union shall be notified of the intent to hire a temporary employee.

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1. The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

SECTION 5.2. The Employer shall recognize the Union steward and shall permit the steward to perform, during working hours, such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

ARTICLE 6 - SAFETY AND HEALTH

SECTION 6.1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

SECTION 6.2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 7 - HOURS OF EMPLOYMENT

SECTION 7.1. The regular workday shall be between the hours of 7:00 am and 6:00 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 (7) consecutive hour days, Monday through Friday inclusive, excluding a one (1) hour paid lunch period. The lunch period shall be taken not more than four (4) hours after reporting to work. Any work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the appropriate overtime rate.

(A) An employee who works less than thirty-five (35) hours per week is designated a "part-time regular employee".

(B) An alternate four (4) day workweek may be mutually agreed to by the Union/affected employee/Employer as follows:

(1) Four (4) eight and three-quarter (8¾) hour days, excluding a lunch period of not more than one (1) hour. The day not worked will be determined by seniority.

SECTION 7.3. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the work day.

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. All regular employees shall be guaranteed a full week's pay, except for those employees covered under Section 8.6 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 8.5. When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, the Employer shall pay the regular hourly rate.

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", 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 300 miles.

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

SECTION 8.6. Any temporary or regular part-time employee coming under the jurisdiction of the Union, working three and one-half (3½) hours consecutively or less shall be paid for not less than three and one-half (3½) hours.

Any temporary or regular part-time employee working more than three and one half (3½) hours, but less than a full workday shall be paid for a full workday, unless the failure to work a full workday is for the convenience of the employee.

SECTION 8.7. 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. 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 8.9. Any office employee hired who first reports to work and is not put to work shall receive one (1) day's pay.

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

SECTION 8.11. Any employee who is required by the Employer during the course of employment to do errands, which requires the use of the employee's motor vehicle, shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment.

The Employer shall provide the proper insurance coverage based on the minimum State requirements.

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

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

ARTICLE 9 - OVERTIME

SECTION 9.1. The employees shall not work overtime unless authorized by the Employer.

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

(A) Any and all work performed in excess of the regular eight (8) hours' workday and the regular forty (40) hours' workweek, Monday through Friday; and

(B) Any and all work for the first eight (8) hours on Saturday.

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

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

(B) For all hours worked in excess of eight (8) hours on Saturday; and

(C) For all hours on Sunday.

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

Time worked on a holiday or day observed as such.

SECTION 9.5. When an employee is required to work overtime beyond 7:00 pm, Monday through Friday, the employee shall be allowed a dinner period not to exceed one (1) hour; said dinner period shall be considered as overtime work in computing the first three and one-half (3½) hours' overtime, and shall be paid for at the overtime rate of pay and shall be guaranteed three and one-half (3½) hours' pay.

SECTION 9.6. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at the double-time rate.

ARTICLE 10 - HOLIDAYS

SECTION 10.1. All regular employees coming under the jurisdiction of this Agreement shall be allowed the same Holidays as allowed in the current Cement Masons' Master Labor Agreement.

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

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

In addition to the above, the employee's birthday shall be a holiday with pay under this Agreement.

Should any of these holidays fall on a day other than a regularly scheduled workday, the employee shall receive one (1) 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.

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 Section 10.1 occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

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

SECTION 10.5. A regular part-time employee shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed each week or month.

ARTICLE 11 - SICK LEAVE

SECTION 11.1. (A) Upon the effective date of this Agreement, all regular full-time employees shall have twelve (12) days sick leave credited into their Secondary Bank.

(B) All regular employees shall be granted, after ninety (90) days of employment, twelve (12) days' sick leave per year accumulated at the rate of one (1) day per month. This shall be retroactive from original date of hire.

(C) Sick leave shall be granted only in cases of sickness or injury, and the Employer may require medical verification. If the employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.

(D) The Employer shall establish a Primary and Secondary Sick Leave Bank for each employee. When the employee has accumulated twenty (20) days of sick leave in the Primary Bank, the days accrued thereafter shall be credited to the Secondary Bank. An employee shall give forty-eight (48) hours prior notice of medical appointment to the Employer.

(E) Two (2) days of paid sick leave per year may be used for non-medical reasons. It may be used for medical or dental appointments, or any other personal business involving the employee or the employee's spouse, children, or parents.

(F) Sick days in the Secondary are to be utilized only when the Primary has been depleted and the illness or injury exceeds five (5) days in duration. Illnesses which exceeds five (5) days are payable from the first day of illness or injury from the Secondary Bank.

(G) In no event may any employee accumulate more than forty (40) days total sick leave as follows: a maximum of twenty (20) days in the Primary Bank and a maximum of twenty (20) days in the Secondary Bank.

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

All accumulated and unused sick leave hereunder shall be forfeited at the time of separation of employment for any reason.

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

(J) A regular part-time employee shall be granted sick leave on a pro-rata basis.

(K) The Employer and the Union agree that habitual absence on Mondays and/or Fridays or other abuse of sick leave is detrimental to the Employer's operation and will result in suspension or dismissal.

ARTICLE 12 - VACATIONS

SECTION 12.1. Vacations with pay are hereby established for all regular employees covered by this Agreement as follows:

YEARS OF SERVICE	ANNUAL VACATION
1 – 4 years	Two (2) weeks
5 – 9 years	Three (3) weeks
10 –years or more	Four (4) weeks

SECTION 12.2. Vacation is earned and accrued month by month from the date of employment at the rate of one-twelfth (1/12) 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 one-twelfth (1/12) of the three (3) weeks' annual vacation per month for those employees who have completed four (4) years of service; at the rate of one-twelfth (1/12) of the four (4) weeks' annual vacation per month for those employees who have completed nine (9) years of service.

Vacation may not be carried over from year to the next except by mutual agreement between the Employer and the employee.

SECTION 12.3. 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 12.4. 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 12.5. 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 12.6. 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. 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.

SECTION 12.7. If requested by the employee, the Employer at the end of each calendar year or anniversary date year will give in writing, to each employee an annual accounting of all received and accrued vacation as accumulated.

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 submitted to the union, and a copy to be retained by the Employer.

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

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

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

SECTION 13.3. By mutual agreement the Employer may grant an unpaid leave of absence for a reasonable period of time not to exceed one (1) week to employees selected by the Union to attend Union Conventions and Conferences.

SECTION 13.4. Jury Duty

When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid one hundred percent (100%) of their regular salary and/or wage for those hours for which absent from work during the regular workday or regular workweek up to a maximum of three (3) working days per summons, less fee or other compensation paid with respect to such jury duty. The employee will submit verification to the Employer for all hours and/or days spent on jury service.

SECTION 13.5. 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.

ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 14.1. The Employer shall not discharge any employee without a just cause except as set forth in Section 14.2 below and a progressive disciplinary system shall be established. Copies of all written warnings shall be mailed to the Union.

First Warning	Verbal (memorialized in writing)
Second Warning	Written
Final Warning	Written and up to five (5) days suspension
Final	Written and Termination

SECTION 14.2. Offenses for which an employee may be discharged without notice shall include dishonesty, including theft or embezzlement from the Employer, its members or other employees; falsification of work records; any interference in, or partisan participation in the electoral process of the Employer; insubordination; reporting to work under the influence of intoxicating beverages and/or drugs; the sale, use, or distribution of drugs while on duty and other like offenses, which are of a similar serious nature and would not warrant a prior warning as required by the previous section.

SECTION 14.3. Written warnings will be removed from the employee's personnel file upon written request of the employee after twelve (12) months, if the employee receives no discipline of the same offense in those twelve (12) months.

SECTION 14.4. All appeals from discharge shall be subject to the grievance procedure outlined in Article 17.

SECTION 14.5. The above provision shall not apply to employees with less than one-hundred eighty (180) calendar days of service.

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

- (A) If the employee quits;
- (B) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (C) If an employee who has been laid off fails to report within three (3) working days after being notified to report and does not give satisfactory reason;
- (D) If an employee is a no call no show for three (3) working days;
- (E) If an employee fails to report back to work at the conclusion of an approved leave of absence.

SECTION 16.2. When an employee has not performed any work for the Employer for six (6) 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 six (6) consecutive months' period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

SECTION 16.3. In the event an employee's job is affected by a curtailment or job abolishment, 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 status and will be paid the rate applicable to the new classification. Any employee who, at the time of layoff, does not exercise his/her rights shall forfeit his/her recall rights to that classification, but shall retain recall rights to the laid off classification.

ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES

SECTION 17.1. Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

- (A) The grievance must be 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) Within ten (10) working days following the filing of a grievance, the Employer and Union shall meet and attempt to resolve the grievance.
- (C) In the event the parties are unable to resolve the grievance when they meet, either the Employer or the Union can request mediation through the State or

Federal Mediation and Conciliation Services, at no costs to the parties, prior to an arbitration request.

(D) If no agreement is reached Steps B or C above, either party may within thirty (30) days from the date of the first step meeting or mediation submit the dispute to arbitration.

(E) The arbitrator shall be selected from an odd-numbered list on a panel to be submitted to the Federal Mediation and Conciliation Service

Sara Adler	Fred Horowitz
Christopher Ruiz Cameron	Kenneth Perea
Juan Carlos Gonzalez	Mike Prihar
Guy Prihar	Jan Stiglitz
Joy Monat	

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 thirty (30) working days following the date of the hearing or filing of post hearing briefs. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

ARTICLE 18 - VALIDITY OF AGREEMENT

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 19 - UNION LABEL

The Employer agrees that all correspondence, prepared by a bargaining unit employee, leaving the Employer's office may bear the Office and Professional Employees International Union Label. The Union Label shall be affixed as follows:

OPEIU#537 AFL-CIO, CLC

ARTICLE 20 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office & Professional Employees International Union, Local

537, AFL CIO, CLC and under agreement with Union, this card is to be the property of the Union.

ARTICLE 21 - TECHNOLOGICAL CHANGES

SECTION 20.1. In the event of proposed technological changes, such as the introduction of automation, the Employer agrees to discuss such changes with the Union representative before such changes are made.

SECTION 20.2. 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.

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 - VOTE

SECTION 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.

ARTICLE 24 - NON-DISCRIMINATION

The parties hereto affirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis of sex, race, color creed, national origin, age, marital status, and physical handicaps in accordance with applicable State and Federal Law.

ARTICLE 25 - DURATION

This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2022 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 June 30, 2022, 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:

Cement Masons Local Union 600

FOR THE UNION:

OPEIU Local 537

Fitzgerald E. Jacobs Jr.
Business Manager

Jacqueline K. White-Brown
Business Manager

Date

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

Date

EXHIBIT "A" - SALARY SCHEDULE

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 A.1. Effective July 1, 2019, a three-point five percent (3.5%) wage increase for all current employees. *(Amounts allocated to pension will be determined by the bargaining unit.)*

Effective July 1, 2019				
Salary Grade	Per Hour	Per Week 35 hours	Per Week 37½ hours	Per Week 40 hours
1. General Office Support	\$19.01	\$ 665.35	\$ 712.88	\$760.40
2. Membership/Dues Clerk Assistant Bookkeeper	\$21.00	\$ 735.00	\$ 787.50	\$840.00
3. Dispatcher	\$22.70	\$ 794.50	\$ 851.25	\$908.00
4. Secretary Skilled Train Union Office Employee	\$25.56	\$ 894.60	\$ 958.50	\$1,022.40
5. Bookkeeper Administrative Assistant/Office Manager	The Administrative Assistant/Office Manager shall receive at least 10% above the Secretary Grade 3 hourly wage rate.			

SECTION A.2. Effective July 1, 2020, a three-point five percent (3.5%) wage increase for all current employees. *(Amounts allocated to pension will be determined by the bargaining unit.)*

Effective July 1, 2020				
Salary Grade	Per Hour	Per Week 35 hours	Per Week 37½ hours	Per Week 40 hours
1. General Office Support	\$19.53	\$683.55	\$732.38	\$781.20
2. Membership/Dues Clerk Assistant Bookkeeper	\$21.59	\$755.65	\$809.63	\$863.60
3. Dispatcher	\$23.34	\$816.90	\$875.25	\$933.60
4. Secretary Skilled Train Union Office Employee	\$26.30	\$920.50	\$986.25	\$1,052.00
5. Bookkeeper Administrative Assistant/Office Manager	The Administrative Assistant/Office Manager shall receive at least 10% above the Secretary Grade 3 hourly wage rate.			

Effective July 1, 2021, a three-point five percent (3.5%) wage increase for all current employees. *(Amounts allocated to pension will be determined by the bargaining unit.)*

Effective July 1, 2021				
Salary Grade	Per Hour	Per Week 35 hours	Per Week 37½ hours	Per Week 40 hours
1. General Office Support	\$20.06	\$702.10	\$752.25	\$802.40
2. Membership/Dues Clerk Assistant Bookkeeper	\$22.20	\$777.00	\$832.50	\$888.00
3. Dispatcher	\$24.01	\$840.35	\$900.38	\$960.40
4. Secretary Skilled Train Union Office Employee	\$27.07	\$947.45	\$1,015.13	\$1,082.80
5. Bookkeeper Administrative Assistant/Office Manager	The Administrative Assistant/Office Manager shall receive at least 10% above the Secretary Grade 3 hourly wage rate.			

EXHIBIT "B" - HEALTH & WELFARE CONTRIBUTIONS

SECTION B.1. Effective July 1, 2019, the Employer shall pay into the Office and Professional Employees International Unions Local 30/537 Health & Welfare Fund the full contribution for the employee and dependent coverage determined by the Board of Trustees, the current sum of thousand four hundred and twenty-five dollars (\$1,425.00) per month on behalf of each regular part-time, regular full-time and temporary employees coming under the jurisdiction of this Agreement.

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

SECTION B.2. It is understood by both parties that Exhibit "B" shall not be interpreted to include part-time employees who work less than twenty (20) hours per week, after sixty (60) days of employment, coming under the jurisdiction of this Agreement. This is in accordance with ACA to ensure the employee has medical coverage on the ninety-first (91st) day of employment.

SECTION B.3. The parties acknowledge that the OPEIU Health and Welfare Trust may refuse to accept contributions from the Employer if the full monthly contribution is not made on behalf of each covered employee.

SECTION B.4. 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. The Employer further agrees that upon receipt of an authorization from an employee, the Employer will deduct such amount from the employee's wages so as to provide coverage for the dependents of such employee. The amount of such deduction will be determined by action of the Trust's Board of Trustees.

SECTION B.5. 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 “C” - PENSION CONTRIBUTIONS

SECTION C.1. Effective July 1, 2019, 2020 and 2021, pension contributions may be increased based on the employees’ collective decision to allocate all or part of their wage increase to pension. Such election shall be communicated in writing to the Employer at least thirty (30) days prior to July 1st of each contract year.

Effective July 1, 2019, the sum of two-hundred forty dollars (\$240.00) per week shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular and regular part-time employee. All regular part-time employees’ pension contributions will be pro-rated. *[Employee’s allocated fifteen cents (15¢) from their July 1, 2019 wage increase].*

Effective July 1, 2020, the sum of two-hundred forty-six dollars (\$246.00) per week shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular and regular part-time employee. All regular part-time employees’ pension contributions will be pro-rated. *[Employee’s allocated fifteen cents (15¢) from their July 1, 2020 wage increase].*

Effective July 1, 2021, the sum of two-hundred fifty-two dollars (\$252.00) per week shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular and regular part-time employee. All regular part-time employees’ pension contributions will be pro-rated. *[Employee’s allocated fifteen cents (15¢) from their July 1, 2021 wage increase].*

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

SECTION C.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.

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

JOB DESCRIPTIONS

SALARY GRADE 1

GENERAL OFFICE SUPPORT – Must be able to operate a computer, fax machine, printer, and photocopier, operate postage meter and other general office equipment. Duties may include, but are not limited to, data entry, and some research as necessary, routine correspondence, maintain and update files, handle inquiries by phone or in person. Duties also include, but are not limited to, directing members to appropriate person and/or department, maintain maintenance of office equipment.

SALARY GRADE 2

MEMBERSHIP/DUES CLERK - Receives dues and incoming cash from Union members in person or by mail. Prepares receipts, checks and counts money, enters receipts in the database and/or other records keeping method. May keep records associated with bank deposits.

ASSISTANT BOOKKEEPER - Under supervision of the Bookkeeper, performs clerical duties in keeping financial and statistical records in connection with simple bookkeeping records, operates various office machines. May assist with payroll and reconcile bank statements. Posts financial data to various ledgers and journals and/or file documents. May create file cards or other similar forms.

SALARY GRADE 3

DISPATCHER - Assists the members in filling out application cards, answers inquiries and complaints, and supplies information to employers or Union members regarding filling job vacancies, available manpower, wage rates, and other necessary job information. Receives requests from Employers for help and dispatches members to jobs giving location of jobs and informing them as to whom they are to report. Keeps the necessary records as required by law and checks to see that dues are paid and members are in good standing. Must be capable of interpreting a contract or trust agreement.

SALARY GRADE 4

SECRETARY - Under direct supervision of a superior and is responsible for confidential files. Composes and types routine correspondence; locates information from files and relieves superior of routine clerical functions and makes minor decisions for a superior. May be responsible for typing contracts; maintains and prepares reports for set-ups and layout on leaflets or articles for newspapers. In addition to the duties listed, the secretary must be able to perform other duties described in job descriptions of 1 and 2.

SKILLED TRADE UNION OFFICE EMPLOYEE - Must be able to perform all the office functions and duties normally required in Union offices including secretarial, bookkeeping and clerical work as described in other job descriptions.

SALARY GRADE 5

BOOKKEEPER - Keeps a set of books for recording Union transactions and whose work involves most of the following: Operate accounting machines, posting financial data, balancing subsidiary ledgers, cash books or journals, proves operations and balances ledger; prepares quarterly reports (State and Federal) and balances per capita reports for superior; prepares payroll and may direct work of assistants or clerks.

ADMINISTRATIVE ASSISTANT/OFFICE MANAGER - Must have worked at least six (6) years in a Union office, works directly with the Financial Secretary/Business Manager; (1) correlates the work of the supervising officer in order to alleviate the workload. (2) May prepare special reports or memoranda for the information of a superior; (3) must be capable of interpreting a contract in order to aid the Employer, contractor and members; (4) compose letters or dictate correspondence to a stenographer or dictating machine; (5) act as liaison for a superior and make decisions; (6) must be capable of performing secretarial duties of Levels 1 through 4.

It is further understood that the administrative assistant must be able to perform all the office functions and duties required in a Union office including all of the aforementioned duties in order to qualify for this classification.