



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

I.A.T.S.E Local 122

January 1, 2019
to
December 31, 2021



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AGREEMENT

This Agreement entered into at San Diego, California, on August 9, 2019, by and between International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of the United States and Canada, Local #122, its assigns, heirs or successors, hereinafter designated as the Employer, and the Office and Professional Employees International Union, Local #537, AFL-CIO,CLC, hereinafter designated 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 this Agreement.

Section 1.2 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 Union and the Employer.

ARTICLE 2 - UNION SECURITY

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

Section 2.2 It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the 31st day, following the beginning of such employment, become and remain members in 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 any other fees required by the Union's By-Laws.

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

Section 2.3 It is the intent of this Contract that the Employer will assure Local Union #537 the opportunity to refer applicants for all job openings.

Section 2.4 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 2.5. 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 a Union office.

Section 2.6. No employee, covered by this Agreement, 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 the Agreement.

Section 2.7. 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 2.8. 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.

Section 2.9. There shall be no discrimination by the Union or the Employer in hiring, promotion, severance, or Union membership because of age, sex, race, creed, color, ancestry, national origin, or marital status as provided in Title 7 of the Civil Rights Act of 1964, and the California Fair Employment Practices Act.

ARTICLE 3 - RIGHTS OF MANAGEMENT

Section 3.1. The right to hire, promote, transfer, or discharge, to maintain efficiency of the employees and 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 16.

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 their choice.

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

Section 4.1. 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 for the establishment. In no event shall any employee be accountable to more than one (1) supervisor or their designated representative. Any employee conflict shall be resolved by said employee going to the accountable supervisor.

Section 4.2. All employees may be regarded as probationary employees for the first ninety (90) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

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

Section 4.4. A temporary employee is one who is hired for a specific project not to exceed four (4) 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.

On an infrequent basis 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.

Section 4.5. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee and vacation shall be figured on a pro rata basis consistent with the time regularly employed each week. Health and Welfare will be provided for the employee who works twenty-four (24) hours or more per week. Cost of dependent coverage will not be covered by the Employer.

Section 4.6. Any employee who works twenty-four (24) hours or less in one (1) week shall be considered a part-time employee.

ARTICLE 5 - WORKING HOURS AND OVERTIME

Section 5.1. The regular workweek shall be forty (40) hours consisting of eight (8) consecutive hours daily, exclusive of lunch period, between 7:00 a.m. and 5:00 p.m., Monday through Friday.

Section 5.2. Any work performed in excess of the regular workday or the regular workweek shall be considered as overtime and shall be paid at the one and one-half (1½) time rate except as provided in the sub-sections of this Section.

A. Work performed on Sundays shall be paid for at two (2) times the regular hourly rate. If the employee elects to work overtime on Sunday rather than Saturday, such employee shall be paid at the one and one-half (1½) times the regular hourly rate.

B. Any time worked on Holidays, hereinafter defined, shall be paid for at two (2) times the regular hourly rate.

C. For all overtime hours worked in excess of three (3) hours in any one (1) day, Monday through Friday, inclusive, double (2) time will be paid.

D. When an employee is required to work overtime and 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 commence at 7:00 pm and shall be paid for at the overtime rate. All hours worked after the dinner period shall be paid for at the double (2) time rate.

E. 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 (2) time rate.

Section 5.3. Only authorized time shall be compensated.

Section 5.4. The employee shall take a one-half (½) hour lunch break when they determine it feasible.

Section 5.5. All employees shall receive a mid-morning and a mid-afternoon rest period of fifteen (15) minutes each.

Section 5.6. All time paid in accordance with this Agreement, shall be considered as time worked for the purpose of pension, health and welfare, and seniority.

ARTICLE 6 - WAGES

Section 6.1. Minimum wages and classifications shall be shown in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 6.2. Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

Section 6.3. It is understood and agreed that no employee coming under the jurisdiction of Local Union #537, already in the employ of the Employer, shall suffer any reduction in wages and/or conditions as a result of the signing of this Agreement.

Section 6.4. It is agreed that all employees shall be paid weekly. However, in the event payment of wages on a weekly basis works an undue hardship on the Employer, such as in out-of-town Employers, employees may be paid biweekly.

Section 6.5. 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, not overlooking the provisions contained in Article 7 - Technological Changes.

Section 6.6. Any employee who reports for work, at the Employers request, and is not put to work, on a regularly scheduled day-off, shall be guaranteed not less than four (4) hours' pay.

Section 6.7. When an employee is required to use their own personal vehicle during employment, the Employer will compensate the employee for mileage at the rate allowable by the Internal Revenue Service.

Section 6.8. Any notarial fees required of office employees, who are covered by this Agreement, shall be paid by the Employer.

ARTICLE 7 - TECHNOLOGICAL CHANGES

Section 7.1. In the event of technological changes, over and above those currently in effect, which require the introduction of automated office machinery, in the local office of the Employer, the Employer agrees to discuss such changes with the Union Representative as much in advance of the effective date of such changes as possible, in compliance with Article 6, Section 5.

Section 7.2. In the event training programs are necessary for an employee to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced, who wish to accept employment in the resultant 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 7.3. The Employer shall reimburse for tuition and books for classes taken by the employees upon completion of classes for the purpose of learning and/or improving skills needed, due to technological advances in the office, the need for such classes being approved by the Employer.

Section 7.4. 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, not overlooking the provisions contained in Article 7 - Technological Changes.

ARTICLE 8 – PROMOTIONAL OPPORTUNITIES

An employee who is promoted shall be on a thirty (30) day probationary period for said position. If the employee is found, by the Employer, not to be qualified to perform the new position during that probationary period, the employee shall be returned to their former or comparable position.

ARTICLE 9 - BENEFITS

Section 9.1. The Employer agrees to contribute to the following described fringe benefits on behalf of each employee.

Health and Welfare	9% of employee's gross wages
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The Employer shall contribute to the San Diego County Theatrical Group Insurance Trust for all regular full-time and part-time employees according to the provisions of the Plan. The Employer shall have no obligation to make health and welfare contributions on behalf of temporary or probationary employees.

Section 9.2. Effective January 1, 2004, the Employer shall make monthly contributions into the Office and Professional Employees Locals 30 and 537 Trust Funds the sum of sixty-five (\$65.00) per month for dental coverage for each regular full-time employee hired prior to January 1, 2004.

The Employer and the Union by executing this Agreement agree to be bound by all provisions of the Agreements of Trust, including any modifications or amendments thereto. Both parties agree to meet and confer if the contribution rate of sixty-five dollars (\$65.00) per month increases.

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

Section 9.3. Effective January 1, 2009, the Employer shall make monthly contributions into the Theatrical Trust Fund Account for Pension in the amount of fourteen percent (14%) of gross wages on behalf of each regular full-time and regular part-time employee.

Effective January 1, 2000 the Employer shall make monthly contributions into the IATSE Annuity Fund in the amount of four percent (4%) of gross wages on behalf of each regular full-time and regular part-time employees based upon the provisions of the Agreement and Declaration of Trust as amended for each fund.

At no time shall Health & Welfare, Pension and Annuity be more than what is received by IATSE Local #122 members.

Section 9.4. The Employer shall make contributions for Health and Welfare and Pension by the tenth (10th) of every month for the previous month's earnings. Said payment shall be made to the Theatrical Trust Fund Account.

Section 9.5. During the life of the Agreement, the Employer agrees to make additional contributions to the Pension Trust and/or Health and Welfare Trust as and if necessary, to maintain the level of benefits enjoyed at the time of the signing of this Agreement.

Section 9.6. The Employer hereby ratifies, accepts, and agrees to be bound by any and all actions taken by the Trustees of the Trusts appointed pursuant to the Trust Agreements and other collective bargaining agreements. In addition to any procedures or remedies for default and payment set forth in said Trust Agreements or else in the Agreement, the Trustees thereof, in the event payments have not been timely received by the Trusts, may sue said Employer for one or more of the following: an accounting, an injunction, recovery of the delinquent payments, reasonable attorney(s) or accountant's fees which the Employer hereby agrees to pay, costs of suit and any other relief that may be appropriate under the circumstances. The Union, upon recommendation from the

Trustees, may withhold employees from any Employer in default under the terms of the Article. Such action shall not be in violation of any other provisions of this Agreement.

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.1. Sick Leave

A. Each employee, after three (3) months of service with the Employer, shall be entitled to ten (10) sick leave days per year. Sick leave shall accumulate to a maximum of thirty (30) days. Unused sick leave, earned in excess of thirty (30) days, shall be paid on the employee's next anniversary date of employment. In the event of termination, sick leave in excess of thirty (30) days shall be paid. Sick leave shall be earned before granted.

B. On the day on which an employee becomes eligible for 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 of sick leave payments which, together with Compensation or Disability Benefits payments, will equal the regular straight time salary. The difference in pay will continue until the total accumulated sick leave as transformed in to a money equivalent, has been paid.

C. In the event an employee has filed an application for Worker's Compensation and is denied benefits, the earned sick leave time shall be used, if available.

D. For sick leave of three (3) or more consecutive days, the Employer may require, from the employee involved, a statement from a medical doctor certifying the disability.

E. Further, the Employer has the right to require an employee, who has taken three (3) or more days of consecutive sick leave or who is disabled, to see a medical doctor of the Employer's choice, at the Employer's expense, to verify the sick leave or disability.

F. Emergency situations shall be dealt with as necessary.

G. Prearranged employee medical or dental appointments or emergency situations may be deducted from accumulated sick leave, provided at least forty-eight (48) hours notice is given to the immediate supervisor for the prearranged appointment.

H. Sick leave used and the amount of sick leave on the books shall be shown on the paychecks at least once a month for full-time employees. Part-time employees shall have the accumulated sick leave shown in the month of their anniversary.

Section 10.2. Maternity Leave

A. An employee may continue in employment during pregnancy provided she is able to satisfactorily and safely do so. A statement from her physician stating so is required.

B. During maternity leave, an employee shall be paid all 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 not less than six (6) weeks or no 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, except in the case of extended disability, confirmed in writing by a physician, shall lose all rights to seniority.

Section 10.3. Union Activity Leave

A. Any employee who is elected or appointed to serve the Union in any labor activity necessitating a leave of absence shall be granted such leave, without pay, for a period of not more than five (5) days but may be extended for a reasonable cause by mutual agreement between the Employer and the Union. Forty-eight (48) hour's notice to the Employer is required from Local Union #537.

B. It is hereby agreed that no more than one (1) employee from each office shall be granted Union Activity Leave, at the same time, unless mutually agreed between the Employer and the Union. The Employer may employ a temporary replacement for an employee on Union Activity Leave.

Section 10.4. Jury Duty

A. A leave of absence, with pay, will be granted to employees, with thirty (30) days of service, who are required for jury duty. The employee shall incur no loss of pay. 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 allowed.

Section 10.5 Bereavement Leave

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

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

ARTICLE 11 - HOLIDAYS

Section 11.1. The following days are hereby designated as Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veteran's Day
**Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
**Or an alternate day in lieu thereof as determined by the Employer	

Section 11.2. It is further agreed that whenever such holidays fall on Sunday, they shall be observed on the following Monday. It is further agreed that said holidays shall be granted as days off with pay, in addition to their regular days off. When a holiday falls on a Saturday, employees shall receive one (1) additional day's pay or shall comply with the Employer's scheduled day, or an additional day off in lieu thereof.

Section 11.3. All employees not required to work on any of the above mentioned holidays, or days observed in lieu thereof shall nevertheless be paid for such time not worked at their regular rate of pay.

Section 11.4. Holidays falling during an employee's vacation period shall be paid as a holiday and not count against vacation time.

Section 11.5. An employee, on the payroll of the Employer, shall be paid for a holiday after fifteen (15) days of employment, if the employee works the regularly scheduled day preceding and the regularly scheduled day following the holiday, unless the employee is sick or excused by the Employer.

Section 11.6. In the event the Employer elects to close the office on any day(s) or any part(s) thereof, to observe a holiday other than those listed above, or in "memoria", the employee(s) shall be paid for such day(s) or part(s) thereof.

ARTICLE 12 - VACATIONS

Section 12.1. Each regular full-time and part-time employee, hired after January 1, 2019, shall be entitled to paid vacations according to the following schedule:

1 Year	10 days
5 years	15 days
10 years	20 days
11 years	21 days

Section 12.2. If circumstances prevent an employee from taking a vacation in a given year, all earned, but unused vacation shall be paid to the employee on the employee's anniversary date of employment unless the Employer and employee agree to carry over the vacation accrual.

Section 12.3. Vacations shall be scheduled on dates mutually agreed upon between the Employer and the employee. In the event of scheduling conflicts, the employee with the greater seniority shall be given first preference. The Employer may, at his options, require tentative vacation schedules to be posted on or before January 31st of each year.

Section 12.4. Regular part-time employees shall be entitled to vacation on a pro-rata basis.

Section 12.5. If requested, employees shall receive their vacation pay one (1) week prior to the start of their vacation.

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

ARTICLE 13 - SEVERANCE PAY

Section 13.1. Any employee of one (1) year of service or over who is 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 13.2. In the event an employee's services are terminated, they shall receive any sick leave in excess of thirty (30) days except if discharge is for just cause.

ARTICLE 14 – PROGRESSIVE DISCIPLINE & DISCHARGE

Section 14.1. The management shall have the right to discipline or discharge any employee for just cause.

Section 14.2. Just cause for discipline or discharge shall include, but not be limited to: being under the influence of alcohol or drugs, incompetence, dishonesty while on the job, negligent operation or care of office equipment, and refusal to fulfill reasonable instructions of a supervisor. However, the OPEIU Business Representative shall be called in the event the Employer finds it necessary to take action as per this Section. The Employer shall have the right to refuse further hiring of an employee discharged in accordance with this Section.

Section 14.3. For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be mailed to the Union.

First Violation	Written warning
Second Violation	Written notice and up to ten (10) days' suspension without pay
Third Violation	Written notice, fifteen (15) days' suspension without pay through termination

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

Section 14.4. Nothing in this Section shall prevent an employee from appealing a final dismissal through the Grievance Procedure, if the employee feels they were unjustly discharged.

ARTICLE 15 - SENIORITY

Section 15.1. Seniority shall mean the length of continuous service with the same Employer. In laying off and rehiring, seniority shall prevail, provided efficiency and ability are equal. In promotion, seniority and qualifications shall prevail.

Section 15.2. In the event of lay-off resulting in the reduction of the number of employees in any classification, the employee with the least seniority shall be laid off first. Such employee, in lieu of lay-off, may elect to bump to another classification, provided their seniority entitles them such bumping rights, over employees with less seniority and as long as employees qualify for that classification and at the discretion of the Employer.

Section 15.3. Such employee bumped by a senior employee as provided in the foregoing Section, shall be allowed to exercise their seniority rights in the same manner. An employee who exercises such rights will retain their 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 15.4. Any employee who is laid off shall be recalled when work is available, in accordance with such employee's seniority status. Such employee shall be notified, in writing, of the date to report for work which shall not be less than five (5) regular workdays after such notification is given, however, nothing shall prohibit such employee from reporting to work earlier, by agreement with the Employer. An employee laid off shall be placed on the recall list for a period of one (1) year, retaining prior seniority status.

Section 15.5. The continuous service and seniority status shall not be affected or interrupted as a result of absences described and set forth in this Agreement.

Section 15.6. An employee shall lose all seniority rights in case of voluntary resignation, discharge for just cause or layoff for a continuous period of more than one (1) year.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1. In the event any dispute should arise as to the true interpretation of the Agreement, or in regard to the enforcement of its provisions by the parties' signatory thereto, the Business Representative or any other duly authorized official of the Union, shall meet with the Employer or their duly authorized representative in an effort to adjust the matter. In no event shall either party be represented by legal counsel at this first meeting.

Section 16.2. In case of discharge or suspension, the grievance must be filed in writing with the Union, by the employee, or the Employer within five (5) working days of discharge or suspension. All other grievances must be filed within five (5) working days after the grievance occurs or after the employee becomes aware of the occurrence.

Section 16.3. If a satisfactory adjustment of the grievance cannot be reached within five (5) working days, after the grievance is submitted then the entire matter may be submitted in writing at the request of the Union or the Employer, to the Federal Mediation and Conciliation Service, for an attempt to reach an agreement.

Section 16.4. If the Federal Mediation and Conciliation Service fail to effect an agreement between the parties involved, then the entire matter may be submitted to Arbitration upon written request of the Union or the Employer.

Section 16.5. The parties agree to meet within ten (10) working days, following the receipt of the panel of Arbitrators, to select the Arbitrator.

Section 16.6. The Arbitrator shall be selected from an odd numbered list, on a panel to be submitted by the Federal Mediation and Conciliation Service. The parties hereby agree that they will proceed to arbitration under the Expedited Labor Arbitration Rules of the American Arbitration Association. In the event one (1) of the parties chooses not to participate under the Article, the Arbitrator shall proceed ex-parte. The Arbitrator's decision shall be final and binding on all parties. The cost of the arbitration shall be paid for by the losing party, and the Arbitrator shall determine the cost.

ARTICLE 17 - SUBCONTRACTING

All work shall be performed on an hourly basis subject to the terms of this Agreement. No work shall be subcontracted for services to any non-union establishments.

ARTICLE 18 - CONTRACT MAINTENANCE

Section 18.1. The Business Representative or other authorized officer of the Union shall have the right to enter the premises of the Employer and contact employees with respect to this Agreement.

Section 18.2. A Union Steward shall be elected by the Local #537 employees or appointed by the Local #537 Business Representative.

Section 18.3. The Steward shall have copies of the Local #537 By-Laws, as well as the Agreement under which the office staff is working, and shall report any violations of the Agreement to the Business Representative.

Section 18.4. The Employer agrees that a Local #537 Steward shall:

- A. Perform Steward's duties on office time.
- B. Check regularly to see that all employees are current in the payment of their Union Dues.
- C. Receive grievances or disputes from the employees in the office and report the same to the Local #537 Business Representative, who shall attempt to settle said disputes with the Employer or his representative, in accordance with Article 16 - Grievance Procedure.

Section 18.5. The Union agrees that:

- A. The Steward shall not attempt to settle disputes for the Business Representative.
- B. The Steward shall perform their duties as expeditiously and discreetly as possible.

Section 18.6. Under no circumstances shall the Steward be discharged or discriminated against on account of any action taken in the proper performance of the Steward's duties.

ARTICLE 19 - UNION LABEL

Section 19.1. The Employer agrees that all correspondence and other material leaving the Employer's office shall bear the Office and Professional Employees International Union Label.

Section 19.2. The Union Label shall be typed on such correspondence or other material by the employee. It is the employee's responsibility to see that the Union Label is on their work. The label shall be as follows:

OPEIU - #537 AFL-CIO, CLC

ARTICLE 20 - 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 and they shall remain in full force and effect.

ARTICLE 21 - VOTE

Section 21.1. 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 21.2. A copy of the check-off authorization to be used for this purpose is attached hereto as Exhibit “B”.

ARTICLE 22 - CONFIDENTIALITY

The parties understand that the employees have access to confidential information belonging to the Employer, the Employer’s members, or both. Confidential information includes internal and external office communications, financial books and records, employment information, and disciplinary records. Unauthorized disclosure of such information could adversely affect the legitimate business operations of the Employer, its organizing, collective bargaining, and representational activities, and the employment prospects of its members. Employees shall not disclose confidential information to any persons, including members, without notice to and written approval by the Employer’s Business Representative or as otherwise required by law.

ARTICLE 23 - TERM

This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2021 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) day written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by December 31, 2021, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until a successor agreement is negotiated.

FOR THE EMPLOYER:

I.A.T.S.E. Local #122

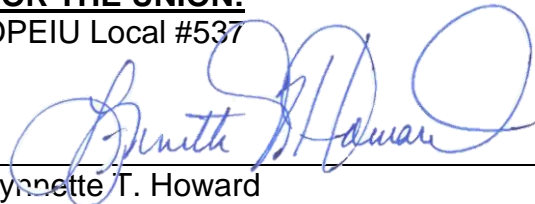
Richard Disbrow
Business Manager

Date

LTH:mm
OPEIU 537/alf-cio, clc

FOR THE UNION:

OPEIU Local #537



Lynnette T. Howard
Business Representative

08/20/2019

Date

EXHIBIT "A" - WAGES

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.

Minimum Wage Rates Effective January 1, 2019	
Cashier/General Office Support	\$17.00
Office Assistant	\$19.06
Bookkeeper/Office Manager	\$25.34

Effective January 1, 2019, one dollar and fifty cent (\$1.50) wage increase for all current employees.

Effective January 1, 2020, wage reopener.

Effective January 1, 2021, wage reopener.

*A Trainee rate may be paid to an inexperienced or temporary employee for a period not to exceed four (4) months.

EXHIBIT “B” - 401(K) PLAN

The Employer agrees to allow the employees to make voluntary contributions into the OPEIU International’s 401(K) Plan. If employees are interested in participating in this Plan, they can call 877-866-0975 for further information.

JOB DESCRIPTIONS

CASHIER/GENERAL OFFICE SUPPORT

Assists in serving the membership and visitors by answering inquiries by telephone or in person. Assists the members in filling out application cards and receiving dues and incoming cash from members at a desk, window or by mail and pass out checks. May perform clerical duties including, but not limited to filing, typing, scanning, and printing documents.

OFFICE ASSISTANT

Answers inquiries and complaints and supplies information to employers and insurance entities. Performs clerical duties including, but not limited to filing, typing, proofreading scanning, and printing documents. Calculates, collects and processes dues. Creates, verifies, and reconciles necessary payroll documents, including distributing member payroll checks. Resolves payroll and dues discrepancies with employers. Maintains and distributes steward reports. Keeps the necessary records as required by law and checks to see that dues are paid and members are in good standing. Receives and verifies member applications. Maintains membership records and database and ensures that benefit information is up-to-date. Requires knowledge of Word and Excel. May act as a receptionist.

BOOKKEEPER/OFFICE MANAGER

Performs duties in connection with various aspects of finance and/or payroll. Ability to function in capacity to perform all tasks related to: bank deposits, accounts payable, accounts receivable, payroll, bank reconciliation, general ledger analysis, petty cash and special projects. Must be proficient in Excel, Word, Quickbooks and online financial systems. Compiles information and prepares tax reporting, LM-2s and Worker Compensation. Prepare information for audits. Compile necessary information for subpoenas that are received. Prepares reports for the International. Acts as a liaison for Business Manager. Must have excellent written, verbal, and organizational skills.

