



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

IBEW LOCAL #639

April 1, 2019
to
March 31, 2022



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This Agreement made and entered into at Los Angeles, California, on March 15, 2019, by and between the International Brotherhood of Electrical Workers Local 639, hereinafter referred to as the Employer, and the Office and Professional Employees International Union, Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

WITNESSETH

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

ARTICLE 1 - RECOGNITION

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

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

ARTICLE 2 - UNION SHOP

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

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

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

SECTION 2.4. 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 2.5. 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 twentieth (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 work shall be performed on an hourly basis subject to terms of this agreement. No OPEIU work, as described in the attached job descriptions, shall be subcontracted to any non-union establishment.

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

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

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

SECTION 4.3. A temporary employee 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.

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 "1st Year". The Union shall be notified of the intent to hire a temporary employee.

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 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 workday shall be between the hours of 7 a.m. and 6 p.m., 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) 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 four (4) hours after reporting to work.

(A) An employee who works less than thirty-five (35) hours per week is designated a "part-time regular employee" as provided in Article 4, Section 4.4, above.

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

Four (4) ten (10) hour day(s), 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.

SECTION 7.4. The Employer will notify the Union and bargaining unit two (2) weeks prior to the effective date before reducing the hours of employment.

ARTICLE 8 - WAGES

SECTION 8.1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit "A" of this Agreement.

SECTION 8.2. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, 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 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 outlined under the appropriate classification listed on Exhibit "A" - 3rd Year or their current salary, whichever is greater.

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" - 3rd Year or their current salary, whichever is greater; 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 8.6. 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. Any new employee who has previously worked in any 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 "3rd Year" and shall be entitled to increases in accordance with those hired prior to June 1, 1999.

SECTION 8.8. 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 8.9. 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 8.10. Any office employee hired who first reports to work and is not put to work shall receive one (1) day's pay.

SECTION 8.11. 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 8.12. 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 8.13. 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 8.14. 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. 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:

Any and all work performed in excess of the regular full-time workday and the regular full-time workweek, Monday through Friday; and

Any and all work for the first seven (7) hours on Saturday.

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

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

For all hours worked in excess of seven (7) hours on Saturday; and

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 6 p.m., 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 (2) 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) regular hours pay at the time and one-half (1½) regular hourly rate.

ARTICLE 10 - HOLIDAYS

SECTION 10.1. Holidays observed under this Collective Bargaining Agreement shall be Holidays provided under Section 3.02 of the Inside Wireman's Agreement between Local Union 639 of the I.B.E.W. and N.E.C.A.

In addition, three (3) 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.

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. 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 10.4. 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) All regular employees shall be granted, with pay, twelve (12) days' sick leave per year, accumulated at the rate of one (1) day per month from date of hire.

(B) Sick leave may be used for the diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member (child, parent, spouse, or domestic partner in accordance with state law), or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

(C) All unused sick leave shall be accumulated at the rate of one (1) day per month to the maximum of twenty (20) working days to be used as needed with pay in case of prolonged illness. Beginning on each employee's first anniversary date, the Employer will review the prior twelve (12) months' accumulation of sick leave under this subsection. Any employee who would have during the prior twelve (12) months accumulated sick leave beyond the maximum of twenty (20) days, will receive pay in lieu of each accumulation beyond the maximum of twenty (20) days at one hundred percent (100%) of the then hourly rate.

(D) 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 anniversary of service. In no event may any employee under any section of this Article be construed to accumulate more than thirty-five (35) 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 (D) will not serve to prevent sick leave payout as outlined in subsection (C) above. It is further understood that there will be no payout for earned but unused sick leave under this subsection (D).

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

(F) Two (2) of the above-outlined twelve (12) days per year shall be granted as paid leave at a time mutually agreed upon between the Employer and the employee.

(G) 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.

SECTION 11.2. Sick or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for Unemployment Compensation Disability benefits (UCD) or Workers' Compensation benefits. The Employer shall pay the employee at the rate, the difference between the amount received by the employee for UCD 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.

ARTICLE 12 - VACATIONS

SECTION 12.1. For all regular full-time or part-time employees, vacations with pay are hereby established as follows:

Years of Employment	Vacation
An employee having one (1) year or more	Two (2) week
An employee having seven (7) years or more	Three (3) weeks

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 six (6) years; at the rate of one-twelfth (1/12) of the three (3) weeks' annual vacation per month for those employees who have completed six (6) 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 12.2. 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 the event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

SECTION 12.6. 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.

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

SECTION 13.2. In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, 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.

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.

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

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

SECTION 13.5. The employee shall be paid one hundred percent (100%) of their regular salary for those hours for which absent from work during the regular workday or regular workweek up to a maximum of ten (10) 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. The employee will inform the court that service exceeding the aforementioned ten (10) days would be a hardship on the Employer.

ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 14.1. The Employer shall not discontinue the services of any employee except for just and sufficient cause and shall not discriminate against employees because of their Union activities.

SECTION 14.2. The Employer shall advise the employee in writing of the 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 Employer or the Arbitrator determine 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 Violation	Verbal warning with possibility of written notice
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.

ARTICLE 15 - SEVERANCE PAY

SECTION 15.1. If the Employer discontinues the services of a regular employee, said employee shall be given two (2) weeks' written notice immediately, prior to the date of termination or two (2) weeks' pay in lieu of such notice.

SECTION 15.2. All unpaid vacation allowances shall be paid to the employee upon date of termination.

SECTION 15.3. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

SECTION 15.4. Employees terminated for just and sufficient cause shall forfeit the two (2) weeks' severance pay outlined in this Article of the Agreement.

ARTICLE 16 - SENIORITY

SECTION 16.1. In all cases involving promotions, transfers, layoffs, 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 working days after being notified to report and does not give satisfactory reason.

SECTION 16.3. When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned twelve (12) consecutive months' period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

SECTION 16.4. 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 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 ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

(B) 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.

(C) 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

(D) The Arbitrator shall be selected from an odd numbered list on a panel to be submitted to the Federal Mediation and Conciliation Service, or the American Arbitration Association.

Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the Arbitrator shall be designated from the list by the moving party and the Arbitrator shall proceed ex parte. In either event the Arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days following the date of the hearing. The Arbitrator's decision shall be final and binding on all parties. The cost of the Arbitrator, if any, shall be equally shared.

ARTICLE 18 - VALIDITY OF AGREEMENT

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

ARTICLE 19 - UNION LABEL

The privilege of using the following Union label shall be extended to all OPEIU members as long as this Agreement remains in full force and effect:

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 21.1. In the event of proposed technological changes, such as the introduction of, computers or other 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. The Employer agrees to join in partnership with the Union to provide, where possible, training programs for employees to enhance their skills in the computer technology work place. With prior approval of the Employer, upon presentation of proof from a Community College, the Employer will agree to reimburse the employee the training cost on the use of computers or any computer business related course, such as computer accounting, desk top publishing, word processing, etc., on the successful completion of course work with a grade of "C" or better.

This training will be limited to providing the Employer and the employee with the tools necessary to perform efficiently.

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 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 check off authorization to be used for this purpose is attached hereto as Exhibit "D".

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 April 1, 2019 through March 31, 2022 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 March 31, 2022 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:

IBEW #639

FOR THE UNION:

OPEIU Local 537

Mark Simonin
Business Manager

Lynnette T. Howard
Business Representative

Date

Date

LTH:mm
OPEIU #537/AFL-CIO, CLC

EXHIBIT "A" - WAGES

SECTION A.1. Effective April 1, 2019, a two-dollar (\$2.00) wage increase for all current employees. *(Amounts allotted to Pension will be determined by the Union and the bargaining unit).*

Effective April 1, 2020, a two-dollar (\$2.00) wage increase for all current employees. *(Amounts allotted to Pension will be determined by the Union and the bargaining unit).*

Effective April 1, 2021, one dollar and seventy-five cent (\$1.75) wage increase for all current employees. *(Amounts allotted to Pension will be determined by the Union and the bargaining unit).*

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.

WAGE SCALE EFFECTIVE APRIL 1, 2019				
Salary Grade/Classification	Start	After 1 Year	After 2 Years	After 3 Years
1. General Office Support/ Receptionist	\$17.25	\$18.25	\$20.25	\$21.25
2. Secretary I	\$18.25	\$19.25	\$22.25	\$23.25
3. Secretary II	\$19.25	\$20.25	\$23.25	\$25.25
4. Secretary III Bookkeeper I	\$20.25	\$21.25	\$24.25	\$27.25
5. Bookkeeper/Accountant Office Manager Administrative Assistant	\$22.25	\$23.25	\$25.25	\$29.25

SECTION A.2. BI-LINGUAL SUPPLEMENT

If employees are required by the Employer to use another language in the course of their duties besides English, the Employer shall compensate the employees an additional one percent (1%) of the regular wage.

EXHIBIT "B" – HEALTH & WELFARE & DENTAL CONTRIBUTIONS

SECTION B.1. The Employer has agreed to pay any Health and Welfare increases, determined by OPEIU Locals 30/357 Trust Fund, to insure the maintenance of benefits.

SECTION B.2. Eligibility of the employee is to be determined in accordance with the terms and provisions of the Plan established by the OPEIU 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.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. Should the Employer have a plan equal or superior to that of the Union, they may provide coverage for their employees under that plan, upon the approval of the Union.

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.

EXHIBIT "C" - PENSION CONTRIBUTIONS

SECTION C.1. Effective April 1, 2019, the pension contribution of seven dollars and fifty cents (\$7.50) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full-time and regular part-time employee. *[Fifty cents (50¢) was deducted from employee's April 1, 2018 wage increase, for a total of one dollar and twenty-five cents (\$1.25) from wage allocations resulting in a combined contribution of seven dollars and fifty cents (\$7.50)].*

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 provisions of the Agreements of Trust, including any modifications or amendments thereto.

SECTION C.4. It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours per 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.

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

EXHIBIT "D" - 401 - K PLAN

The Employer may deduct from the employee's salary, an amount agreed to by the employee, into IBEW Local 639 403B/TSA 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 (609) 865-2400 for further information.

JOB DESCRIPTIONS

GRADE 1

GENERAL OFFICE SUPPORT/RECEPTIONIST

Works under the direction of an Office Manager, Administrative Assistant or Bookkeeper-Accountant and performs clerical work which requires the use of a computer. In addition, may act as a Receptionist and sorts and distributes mail.

GRADE 2

SECRETARY I

Assists superior in serving the membership by answering inquiries by telephone or in person. Assists the members in filling out application cards and receives dues and incoming cash from Union/Apprenticeship/Benefit Fund members at a desk, window or by mail. Under supervision performs clerical duties in keeping financial and statistical records in connection with simple bookkeeping records and may reconcile bank statements.

GRADE 3

SECRETARY II

Answers inquiries and complaints and supplies information to Employers or Union/Apprenticeship/Benefit Fund 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 and or trust agreement. In addition, to the duties listed, the Secretary II must be able to perform other duties described in job descriptions of Grade 1 and Grade 2.

GRADE 4

SECRETARY III

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 III must be able to perform other duties described in job descriptions of Grade 1, Grade 2, and Grade 3.

BOOKKEEPER I

Keeps a set of books for recording Union/Apprenticeship/Benefit Fund transactions and whose work involves most of the following: posting financial data, cash books or journals, proves operations and balances ledgers; prepares quarterly reports (State and Federal) and balances per capita reports for superior; prepares payroll and may direct work of Grade 1 and Grade 2 employees.

GRADE 5

BOOKKEEPER/ACCOUNTANT

Keeps a full set of books which includes, journal entries, trial balance and or profit and loss statement. May, prepare special reports or statistical reports for a superior or Certified Public Accountant. May be responsible for ordering office supplies as needed. May, also direct the work of employees in Grade 1 through Grade 4.

It is further understood that the Bookkeeper-Accountant must have worked under the jurisdiction of a Union/Apprenticeship/Benefit Fund office for at least two (2) years or have had Union experience as a bookkeeper for at least two (2) years. The Bookkeeper/Accountant must be capable of performing all of the duties described in Grade 1 through Grade 4 in order to qualify for this classification.

OFFICE MANAGER/ADMINISTRATIVE ASSISTANT

Must have worked at least two (2) years in a Union/Apprenticeship/Benefit Fund office, works directly under a superior (whatever the elected titled); correlates the work of a superior in order to alleviate the workload; prepare special reports or memoranda for the information of superior; may dictate correspondence to a Secretary; act as a liaison for a superior and make decisions; be capable of assisting and advising on problems concerning unemployment and disability insurance claims and compile claims for filing with the Labor Commissioner, figuring retroactive wages and pro-rated vacations and assist with industrial accident claims; prepare reports for the international or parent office of the Union/Apprenticeship/Benefit Fund of which employed.