



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Southern California Pipe Trades
Administrative Corporation

January 1, 2019
to
December 31, 2021



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AGREEMENT

This Agreement made and entered into at Los Angeles, California on March 5, 2019, by and between Southern California Pipe Trades Administrative Corporation, hereinafter, referred to as the "Employer" and Office and Professional Employees International Union, Local 537 affiliated with the Office and Professional Employees International Union, AFL-CIO, CLC, hereinafter referred to as the "Union." Any Employee who works under a collective bargaining agreement as agreed upon by the Employer and the Union shall hereinafter be referred to as "Employee." It is hereby agreed as follows:

PREAMBLE

The general purpose of this Agreement is to provide mutually satisfactory relations between Employee and Employer in regard to the terms and conditions of employment, including working conditions, rules and regulations.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Office and Professional Employees International Union Local #537 AFL-CIO, CLC as the sole and exclusive collective bargaining representative of the Employees employed by the Employer in the classifications set forth in Exhibit "A" of this Agreement; excluding supervisors and managerial Employees as defined in the National Labor Relations Act, as amended.

ARTICLE 2 - UNION SHOP

SECTION 2.1. (A) All Employees shall apply for membership in the Union no later than thirty-one (31) days after commencement of employment; and they shall tender to the Union the periodic dues and initiation fees uniformly required of all members of the Union.

(B) Upon notice in writing from the Union that an Employee has failed to tender the periodic dues and initiation fees, as set forth above, the Employer shall terminate such Employee.

(C) The Employer shall, upon lawful written authorization of Employees within the bargaining unit deduct monthly from the wages of all such Employees who provide such authorization, union dues and initiation fees, and shall promptly remit all such deductions to the Union together with a statement thereof. The Union agrees to indemnify and hold harmless the Employer from any and all claims, loss or damage which arises as a result of or by reason of such deductions. In the event an Employee is terminated at the request of the Union pursuant to paragraph (B) above, the Union shall indemnify and make whole the Employer for any back pay, or other money award, which may be secured by such an Employee by reason of the termination.

SECTION 2.2. Non-Discrimination

Under this Agreement, neither party will discriminate against the Employee on the basis of union membership, age (40 years or older), sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), marital status, race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, gender, gender identity, gender expression, sexual orientation, veteran and/or

military status, protected leaves (e.g., requesting or approved for leave under the Family Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by law.

SECTION 2.3. Vacancies

Whenever a vacancy (temporary or permanent) arises, the Employer shall notify the Union of the existence of such vacancy and provide members of the Union an equal opportunity to compete for the position. With regard to temporary positions, the Employer shall provide 24 hours' notice to the Union of such positions, except in the case of urgent business necessity. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant of choice so long as the choice is not discriminatory as outlined in Section 2.2. At the time a new Employee starts to work, the Employer shall immediately notify the Union of the name of the new Employee, starting date and classification.

The Employer shall make known to new Employees the duties they are expected to perform and from whom they are to receive instructions, and the Employer's policies and procedures.

SECTION 2.4. Temporary Employees

(A) A temporary Employee is an Employee so informed at the start of employment and may not work past three months of employment, except as replacement for periods of leave of absence. Temporary Employees shall not accrue Paid Time Off (except for sick leave), health and welfare benefits, pension benefits or pay for holidays except as set forth in paragraph (C) below or in Exhibit C.3.

(B) The Employer has the option of extending the temporary status for 90 days, if needed.

(C) After 30 days of employment, and if the Employee has worked the day preceding and the day following a holiday, the temporary Employee shall be paid for such a holiday. If a temporary Employee becomes a regular Employee, the Employee shall be entitled to seniority and paid time off credits from the date of initial employment.

(D) A temporary Employee who becomes a regular Employee in the same position is considered to have satisfied the probationary period described in Section 2.6.

(E) All temporary Employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

SECTION 2.5. Part-time Employees

Part-time Employees shall be covered by all the terms and conditions as set forth in this Agreement for regular Employees, except as provided in this section Paid Time Off and weekly wages shall be calculated on a pro-rata basis consistent with the time regularly employed each week. A holiday shall be considered worked and paid for at the regular scale if it falls within the Employee's regular part-time schedule. Part-time Employees shall not be construed to mean temporary Employees.

SECTION 2.6. Probationary Employees

(A) All Employees shall be regarded as probationary Employees for the first 60 days of employment and after 60 days of employment, an Employee shall be considered to be a regular Employee, except as discussed in Section 2.6(B). Probationary Employees shall not be construed to mean temporary Employees. 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.

(B) The Employer may extend the probation period an additional 60 days, if needed (2 optional 30-day periods).

(C) Rehired Employees shall be regarded as probationary Employees as in (A) above.

(D) Employee benefits are provided from the hire or rehire date, notwithstanding the probationary period.

ARTICLE 3 - UNION REPRESENTATION

SECTION 3.1. The representative of the Union shall have the right to contact the Employees at work with respect to this Agreement.

SECTION 3.2. 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 an amount of time considered reasonable for such duties.

SECTION 3.3. The Employer shall recognize one Union Steward. In the absence of the Union Steward, the Employer may also recognize an alternate Steward appointed by the Union with prior written notification to the Employer, who shall perform the Union Steward duties only during the absence of the Union Steward.

SECTION 3.4. The Union Steward or alternate Union Steward shall inform the Employer: (1) of all meetings with an Employee or Employees during working hours; (2) the name or names of the Employee(s) involved in the meeting(s); (3) the approximate time for the meeting(s); and (4) when the meeting(s) is/are concluded. The Employer will establish a private location for the meetings and will require that all meetings be held in the established location. The Employer shall have the right to discipline the Union Steward or the alternate Steward and the Employee or Employees for a violation of this Section.

ARTICLE 4 - SAFETY AND HEALTH

SECTION 4.1. The Employer agrees to make all reasonable provisions for the safety and health of the Employees during the hours of their employment.

SECTION 4.2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 5 - HOURS OF EMPLOYMENT

SECTION 5.1. The regular work week shall be five consecutive seven-hour days, Monday through Friday, excluding a lunch period of not more than one hour. The lunch period shall be taken not more than five hours after reporting for work. If an Employee's work period for the day is more than five hours per day but no more than six hours, the Employee may waive the meal period. This cannot be done without the mutual consent of the Employee and Employer. Waivers must be submitted in advance.

SECTION 5.2. The regular work day shall be between the hours of 6:00 a.m. and 6:00 p.m., except as provided in Article 7, and the Employee's scheduled starting time shall be the time to start work.

SECTION 5.3. The Employer agrees that a rest period of 10 minutes shall be allowed for each Employee, each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the work day. An Employee who takes rest periods which last longer than 10 minutes may be subject to disciplinary action.

SECTION 5.4. The Employer shall have the option of reducing the work week from five days to either four or four and one-half days; and in order to provide the reduced work week may change the work hours to accomplish this. However, the Employer will notify the Union at least 30 days in advance of such change, and will submit the proposal in writing, outlining the aforementioned changes. In no case, will the Employer increase the work week in excess of 35 hours. Upon mutual agreement between the Employer and the Union, a Memorandum of Agreement will be attached to this Agreement, outlining the changes and their application to Article 5 - Hours of Employment and Article 7 - Overtime.

SECTION 5.5. Notwithstanding the other Sections in this Agreement, the Employer may allow flexible work schedules. Such schedules shall be determined with mutual consent between the Union and the Employer.

ARTICLE 6 - WAGES

SECTION 6.1. The Employer agrees to pay not less than the minimum weekly wage scale shown in Exhibit "A" attached hereto. Job classifications additional to those shown in Exhibit "A" may be established by mutual consent between the Employer and the Union or in the event of disagreement, then such additional classifications shall be submitted to and established by arbitration as provided in Article 16.

SECTION 6.2. 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 6.3. Any Employee working regularly on a combination of classifications shall be paid the wage of the classification that the Employee predominately works at per week.

SECTION 6.4. All regular Employees shall be guaranteed a full week's pay except for those Employees covered under Section 5 of this Article. Any Employee who does not report to work for scheduled work hours without mutual agreement between the Employee and the Employer may be docked for such hours not worked, and three consecutive work days' absence without mutual agreement shall be deemed a resignation of the Employee and severance of employment. One day's absence without contacting the Employer during the work day can result in disciplinary action by the Employer.

SECTION 6.5. Any temporary or regular part-time Employee coming under the jurisdiction of the Union working three and one-half hours consecutively or less, shall be paid for not less than three and one-half hours. Any temporary or regular part-time Employee working more than three and one-half hours, but less than seven hours of any one day shall be paid for a full seven hour day, unless the failure to work seven hours is for the convenience of the Employee. Any temporary Employee shall be paid under the classification for which hired as set forth in Exhibit "A" of the Agreement as established under the heading "Start".

SECTION 6.6. In the event Employees are called back to work without prior notification after they have completed their scheduled hours and after leaving their place of employment they shall be guaranteed three and one-half hours' work or pay in lieu of thereof at the double time rate, except as provided in Section 6.5 of this Article.

SECTION 6.7. A designated weekly pay day shall be established in the office by the Employer and not more than three days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

SECTION 6.8. Whenever an Employee is taken from a lower-rated job to a higher-rated job, the Employee shall be paid the higher rate per Article 11, Section 11.4. However, whenever an Employee is temporarily assigned for a period of 20 work days or less the work duties of another regular Employee who is on a personal leave, the Employee shall continue to receive the regular rate of pay.

SECTION 6.9. Any office Employee hired, who first reports for work and is not put to work shall receive three and one-half hours' pay in lieu thereof.

SECTION 6.10. 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 hours' work or pay in lieu thereof.

SECTION 6.11. The Employer agrees to continue the practice and policy of providing parking facilities for Employees if possible.

SECTION 6.12. The Employer agrees to make contributions for Employee fringe benefits on the terms specified in Exhibits "B" and "C" to the Agreement.

ARTICLE 7 - OVERTIME

SECTION 7.1. The Employee shall not work overtime unless authorized by the Employer.

SECTION 7.2. Time and one-half the regular hourly rate shall be paid in the following cases:

(A) Any and all work performed in excess of the regular work day of seven hours and the regular work week of 35 hours Monday through Friday, except as provided in Section 7.3 of this Article.

(B) For all hours worked on Saturday or Sunday, except as provided in Section 7.3.

SECTION 7.3. Double time shall be paid in the following cases:

For all overtime hours worked in excess of three and one-half hours in any day Monday through Friday, or in excess of seven hours per day on any Saturday or Sunday.

SECTION 7.4. When an Employee is required to work 10 hours, the Employee shall be allowed a second meal period not to exceed 30 minutes. Said meal period shall be considered as overtime worked in computing the first three and one-half hours' overtime and shall be paid for at the overtime rate of one and one-half times the regular hourly rate of pay.

If an Employee's total work period for the day is more than ten hours but no more than 12 hours per day, the second meal period may be waived, if the first meal period was not waived. All meal period waivers require mutual consent of the Employee and Employer. Waivers must be agreed to in advance.

ARTICLE 8 - HOLIDAYS

SECTION 8.1. All Employees coming under the jurisdiction of this Agreement will be allowed the following holidays with pay provided that the Employee, is not on an unpaid leave of absence exceeding 14 calendar days or has worked the regular work days immediately preceding and following the holiday. (i.e., was not absent, (without prior approval) or late more than one hour), unless the unscheduled absence or tardiness is due to a verified illness, injury or death in the family:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	

Should any of these holidays fall on Sunday, the Monday immediately following shall be observed. If a holiday falls on Saturday, and the Employee normally does not work on Saturday, the Employee shall receive six days' pay for that week at the straight-time rate; or the Employer may observe either the Friday preceding or the Monday following providing the Employee is notified 48 hours in advance which day is to be observed.

SECTION 8.2. Any Employee required to work on a holiday shall be notified 48 hours in advance. Any Employee who works on a holiday or days observed as such shall receive two and one-half times his regular hourly rate of pay.

SECTION 8.3. Temporary Employee shall be paid for a holiday after 30 continuous days of employment if the temporary Employee has worked the day preceding and the day following the holiday.

SECTION 8.4. Part-Time Employees shall be paid for a holiday at the regular scale if the holiday falls within the time regularly employed each week or month.

SECTION 8.5. In the event, any of the holidays listed above occur during the period of any Employee's Personal Leave, an additional day's Personal Leave or pay, at the Employee's option, shall be allowed.

ARTICLE 9 – PAID LEAVE

SECTION 9.1. Paid Time Off includes vacation and sick time. All vacation time will be accrued on a calendar year and the sick time hours will be accrued at one day (seven hours) per month for full-time Employees, based on a 35 hour workweek and prorated for Employees for straight hours worked, except for year one.

A full-time Employee will receive the following accrual effective (a regular part-time Employee's Paid Time Off is prorated):

Years of Employment	Vacation	Sick Time	Total Per Year
0 - 1	70 hours accruing for one year of service, but not entitled to use.	48 hours per year (distributed on the 90 th day of employment)	0+48 hours = 48 hours
1 - 5	70 hours (10 days)	7 hours per month 84 hours (12 days per year)	70+84 hours = 154 hours (22 days)
6 - 10	105 hours (15 days)	7 hours per month 84 hours (12 days) per year	105+84 hours = 189 hours (27 days)
11 or more	140 hours (20 days)	7 hours per month 84 hours (12 days) per year	140+84 hours = 224 hours (32 days)

A regular Employee will be allowed: a payout of, and/or to carryover, up to 72 hours of unused Paid Time Off as of the end of each calendar year.

SECTION 9.2. An Employee may choose to integrate Paid Time Off with State Disability Insurance, Paid Family Leave, or the Employer's Workers' Compensation Insurance. If the Employee so chooses the Employer will pay an amount from the Employee's available Paid Time Off which, when added to the wage replacement benefits, will equal the Employee's regular wage.

SECTION 9.3. An Employee who is absent from work in excess of Personal Leave may be subject to disciplinary action.

SECTION 9.4. In case of an unpaid leave of absence, Paid Time Off time does not accrue.

SECTION 9.5. Periods of absence from work qualifying for Paid Time Off benefits shall be considered as time worked in computation of the Paid Time Off credited.

SECTION 9.6. Paid Time Off shall be taken at a time mutually agreed upon by the Employee and the Employer, except mutual agreement is not required in cases of illness, or for Paid Time Off of three days or fewer. Seniority shall be given full consideration in scheduling Paid Time Off.

SECTION 9.7. Personal Leave pay shall be paid in advance of the Employee's pre-requested Personal Leave period and shall be computed at the Employee's rate for the 35 hours per week.

SECTION 9.8. A regular part-time Employee shall be paid Personal Leave at scale pro-rata basis consistent with the hours and length of employment with the Employer.

SECTION 9.9. Bereavement

(A) In case of death in the immediate family (parent or guardian in lieu of a parent, brother, sister, spouse, domestic partner, 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 five days.

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

SECTION 9.10. In the event of resignation or discharge of a regular Employee, all accumulated Personal Leave hours 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 9.11. 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 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 one working day per summons. For service lasting more than one day the Employee may choose to use available paid time off or be docked in pay with no disciplinary action.

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 days would be a hardship on the Employer.

ARTICLE 10 - LEAVE OF ABSENCE

SECTION 10.1. (A) Upon mutual agreement in writing, a leave of absence without pay 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 requested from the Employer by the Employee in writing with a copy sent to the Union.

(B) Employees shall be granted an extended leave of absence without pay not to exceed 60 days beyond the accumulation of Paid Time Off during periods covered by State Disability, Paid Family Leave, or Workers' Compensation. Further, by mutual agreement, the leave of absence may be extended beyond the 60-day period. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

(C) Upon request of the Employee in writing, the Employer shall grant a four month maternity leave. This time shall run concurrently with State and Federal Law.

SECTION 10.2. By mutual agreement, the Employer may grant an unpaid leave of absence of 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 10.3. Employees who have been granted a leave of absence in accordance with tile provisions of Sections 10.1 and 10.2 above, shall return to their regular jobs at the rate then current for the classification.

SECTION 10.4. School and Child Care Activities Leave

Employees who are the parents, guardians, grandparents, stepparents, or foster parents with children of age to attend kindergarten through grade 12, or a licensed child care provider, are eligible to take up to 40 hours each calendar year for specified school and child care activities. The Employee may have the option to use Paid Time Off or use the time off without pay to (1) find, enroll, or re-enroll the child in a school or with a licensed child care provider, or (2) participate in activities of the school or licensed child care provider, or (3) for a child care provider or school emergency, as is defined by state law. Except in cases of an emergency, time taken must not exceed eight hours in a calendar month and the Employee must give reasonable prior notice of the planned absence. Documentation from the school or child care provider will be required.

ARTICLE 11 – PROMOTIONS, DEMOTIONS, AND TRANSFERS

SECTION 11.1. Promotion is hereby defined as a move from a lower grade to a higher grade within the bargaining unit. It is the intention of the Employer to fill job vacancies from within before hiring new Employees, providing Employees are available with the necessary qualifications to fill the vacant position. All such decisions are the sole prerogative of the Employer.

SECTION 11.2. Notice of all job vacancies shall be posted on the official Employee bulletin board as designated by the Employer. This notice will remain on the bulletin board for seven working days, and will include job title, grade and a brief description of the job duties including qualifications, education requirements, and any other relevant skills. Only those Employees who submit an application during these seven working days following the posting will be considered for the job. Employees who apply for a position shall be notified of their application status within 30 days of receipt of a completed application.

SECTION 11.3. Promotions shall be made on the basis of qualifications as determined at the sole discretion of the Employer.

SECTION 11.4. An Employee who is promoted to a higher grade shall receive the minimum of the new grade or a 10% increase, whichever is higher, but in no event, shall the increase be higher than the maximum of the new grade. All Employees so promoted shall be placed on the higher-grade job for a probationary period of 60 days.

SECTION 11.5. In the event of a demotion as a result of bump back, disciplinary action, or unsatisfactory performance, an Employee so demoted shall receive the maximum wage of the lower position, or his/her present wage whichever is lower.

ARTICLE 12 - DISCHARGE

SECTION 12.1. The decision to discharge or otherwise discontinue the services of an Employee, shall be the sole prerogative of the Employer, except that the Employer shall not discriminate against any Employee because of membership in a legally protected category or because of the Employee's participation in union activities. In no event, shall any discharge be for other than just cause.

SECTION 12.2. The Employer may discharge an Employee for just cause, but no Employee shall be discharged unless one (1) written notice for a complaint of the same type or two (2) written notices of complaints of dissimilar character previously have been given to such Employee concerning work or conduct, except that no such prior warning, notices shall be necessary if the cause for discharge is for serious violations, or dishonesty, drinking or drugs related to employment, intentional disobedience, physical violence, participating in a work stoppage, restricting production, or similar serious causes.

SECTION 12.3. No warning notice shall remain in effect for a period of more than 18 months. A copy of any warning notice shall be sent to the Union Local involved at the time it is given to the Employee. The Employer shall give a discharged Employee a written notice of termination and at the same time send a copy to the Union Local. Warning notices and discharges shall be subject to the grievance procedure set forth in Article 16.

ARTICLE 13 - SEVERANCE PAY

SECTION 13.1. If the Employer discontinues the services of a regular Employee for other than just cause, said Employee shall be given two weeks' written notice immediately prior to the date of termination, or two weeks' pay in lieu of such notice.

SECTION 13.2. An Employee intending to resign shall give the Employer two weeks' notice of such intention.

ARTICLE 14 - BULLETIN BOARD

An official bulletin board as designated by the Employer will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

ARTICLE 15 - SENIORITY

SECTION 15.1. 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 in the opinion of the Employer.

SECTION 15.2. 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.

(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 a satisfactory reason.

SECTION 15.3. In the event of layoff, the Employer will meet with the Union to discuss work sharing and workload reductions.

ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES

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

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

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

(D) The Arbitrator shall be selected from an odd-numbered list on a panel submitted by the Federal Mediation and Conciliation Service. Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted Arbitrator. In the event one of the parties chooses not to participate under this Article, the Arbitrator shall be designated from the list by the moving party and the Arbitrator shall proceed ex parte. In either event, the Arbitrator shall consider the issue at his/her earliest convenience and render a decision within 10 working days following the date of the hearing.

(E) The Arbitrator shall make his/her decision based on all the relevant evidence. The Arbitrator's decision shall be final and binding of all parties. The cost of the Arbitrator, if any, shall be equally shared, between the Employer and the Union.

ARTICLE 17 - EMPLOYER FIDUCIARY

Notwithstanding anything contained in this Agreement to the contrary, no provisions of this Agreement shall require any action on the part of the Employer which shall be contrary to the legal trusteeship or fiduciary responsibilities of the Employer.

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 union label (**OPEIU#537/AFL-CIO, CLC**) shall be extended to all Employees as long as the Employer fulfills all of its terms and conditions.

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 the 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 automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

SECTION 20.2. 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 20.3. In the event training programs are necessary for Employees to qualify for such jobs, the Employer agrees to institute a training program at the Employer's convenience for those Employees to be displaced who wish to accept employment in the resultant positions. Employees to be displaced will be given an opportunity to qualify for the new positions. Those Employees demonstrating ability in the newly created positions will be given priority over any new Employee, provided they are available with the necessary qualifications to fill the new positions and all such decisions are the sole prerogative of the Employer.

ARTICLE 22 - SUCCESSORS

In the event the Employer shall sell its assets or be merged, consolidated, leased, franchised, or by any other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned. This Article is binding upon the Employer during the duration of this Agreement and is subject to renewal or modification as provided in Article 27 – Duration, Section 27.1.

ARTICLE 23 - NO STRIKES

SECTION 23.1. During the term of this Agreement, no Employee shall engage in, and neither the Union nor any Employee shall induce, encourage, or incite any Employee to engage in any form of strike, slowdown, work stoppage, or any other form of disruption or work. The Union shall take all necessary steps to cause any Employee who engages in conduct in violation of this provision to cease such conduct. No Employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the Employee failing to perform work for the Employer hereunder.

SECTION 23.2. Any dispute under this Agreement, or any dispute resulting in conduct volatile of Section 1 hereof, whether such dispute is “under” this Agreement or not, shall be subject to the provisions of Article 16 (“Grievances and Settlement Disputes”) hereof, unless such dispute is otherwise excluded from determination under Article 16 by the terms hereof.

ARTICLE 24 - EMPLOYER PREROGATIVES

SECTION 24.1. Except as they are limited by the terms of this Agreement, the prerogatives of the Employer include, but are not limited to, the exclusive right to hire, promote, demote, transfer, discharge, increase, or decrease the work force to meet the exigencies of the business, and to maintain the efficiency of the operation. Any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, or modified by this Agreement.

SECTION 24.2. The Union shall have the right to grieve demotions, transfers, or layoffs, but shall not have the right to grieve promotions.

SECTION 24.3. The Employer has (1) the full, absolute, unfettered, and unilateral right to establish or discontinue additional job classifications, descriptions, or titles to those shown in the collective bargaining agreement and (2) the full, absolute, unfettered, and unilateral right to establish, modify or discontinue wage scales above the minimum wage scales to those shown in the collective bargaining agreement for the additional job classifications, descriptions, or titles.

ARTICLE 25 - POLITICAL ACTION CHECKOFF

SECTION 25.1. 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 25.2. A copy of the authorization form to be used for this purpose is attached hereto as Exhibit "E".

ARTICLE 26 - SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed the Agreement. This shall not be construed to prevent the parties to this Agreement agreeing to the discussion or negotiation of any subject matter.

ARTICLE 27 - DURATION

SECTION 27.1. This Agreement shall be in full force and effect on January 1, 2019 to and including the day of December 31, 2021 and shall be automatically renewed from year to year thereafter, unless the Union or the Employer serves upon the other a sixty (60) day written notice of a desire to modify, amend or terminate this Agreement.

SECTION 27.2. If agreement upon such modifications or amendments as provided in Section 27.1 hereof is not reached before December 31, 2021, this Agreement automatically terminates unless prior to that date the parties in writing have agreed to extend the Agreement for a specified period of time.

FOR THE EMPLOYER:
Southern California Pipe Trades
Administrative Corporation

FOR THE UNION:
OPEIU Local 537

Joel E. Brick
CEO

Lynnette T. Howard
Business Representative

Date

Date

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

EXHIBIT "A" - WAGES

SECTION A.1. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement at no time can be construed that an Employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

SECTION A.2. Effective January 1, 2019, a wage/package increase for all current Employees as follows:

Grade	Wage Increase			Package Increase
	Start	6 Months	1 Year	
1	1.53%	1.57%	1.65%	2.43%
2	3.12%	3.13%	3.18%	3.48%
3	3.50%	3.51%	3.54%	3.74%
4	4.19%	4.19%	4.19%	4.22%
5	4.83%	4.82%	4.80%	4.68%

(Amounts allotted to Pension and Health Welfare will be determined by the Union and the bargaining unit.)

2019 WAGE SCHEDULE				
GRADE	JOB TITLES	START	6 MONTHS	1 YEAR
1	<ul style="list-style-type: none"> • Receptionist • Clerical Assistant I 	\$21.28	\$22.34	\$24.65
2	<ul style="list-style-type: none"> • Clerical Assistant II • Claims Processor II • Mail Processor • Office Assistant 	\$23.09	\$24.26	\$27.91
3	<ul style="list-style-type: none"> • Administrative Assistant III • Document Specialist • Data Specialist • Mail Specialist • Benefit Specialist III • Analyst III • Claim Examiner III • Claims Processor III • Clerical Assistant III • Help Desk Technical Support • Representative • Junior Agent 	\$24.35	\$25.53	\$29.81

2019 WAGE SCHEDULE				
GRADE	JOB TITLES	START	6 MONTHS	1 YEAR
4	<ul style="list-style-type: none"> • Analyst IV • Benefit Specialist IV • Claims Processor IV • Administrative Assistant IV • Eligibility Processor • Agent 	\$25.52	\$26.83	\$31.81
5	<ul style="list-style-type: none"> • Senior Bookkeeper • Bookkeeper • Senior Claims Processor • H.R. Coordinator • Eligibility Coordinator • Executive Assistant • Unit Leader • Claim Examiner V • Benefit Specialist V • Help Desk Technical Support Specialist 	\$26.36	\$27.76	\$33.86

Effective January 1, 2020, an economic reopener for Health & Welfare and Wages.

Effective January 1, 2021, an economic reopener for Health & Welfare and Wages.

EXHIBIT "B" - HEALTH & WELFARE

SECTION B.1. Effective January 1, 2019, the Employer shall pay into the Office & Professional Employees International Union Locals 30/537 Health & Welfare Fund the sum of up to \$1,275.00 per month (which includes \$425.00 allocated from Employee wages over time) to insure the maintenance of benefits for the duration of the Agreement on behalf of each regular full-time and regular part-time Employee, working 70 or more hours in a month, except when an Employee is on a leave of absence that requires continued health care benefits, such as FMLA/CFRA/PDL. Any increases in the Health & Welfare Fund contribution amount will be deducted from the Employees' wages.

The Employer and the Union, by executing this Agreement, agree to be bound by all provisions of the Health & Welfare Fund's trust agreement, including any modifications or amendments thereto.

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

SECTION B.2. 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 & Welfare Trust.

The Employer agrees that upon receipt of an authorization from the Employee by normal payroll deadlines, 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.

EXHIBIT “C” - PENSION - RETIREMENT FUND

SECTION C.1. Professional Employees International Union, Local 537 Retirement Plan, on behalf of each regular and regular part-time Employee coming under the jurisdiction of this Agreement, for each compensable hour during the prior month:

Grade	Employer Base Contribution	Allocated from Employee Package Increases	Total Employer Contribution
1	\$2.12	\$0.88	\$3.00
2	\$2.12	\$1.74	\$3.86
3	\$2.12	\$1.02	\$3.14
4	\$2.12	\$1.02	\$3.14
5	\$2.12	\$1.02	\$3.14

(These rates include amounts allocated from Employee wages over time).

Effective January 1, 2020, an economic reopener.

Effective January 1, 2021, an economic reopener.

SECTION C.2. The Employer and the Union by executing this Agreement, agree to be bound by all of the provisions of the Agreement of Trust dated the first day of January 1962, including any modifications or amendments thereto. It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

SECTION C.3. It is further understood that the Employer shall make contributions for temporary Employees who work 1,000 or more hours in a 12 month period and who have attained the age of 21 years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

EXHIBIT "D" - 401-K PLAN

The Union wishes to permit its members to participate in an Internal Revenue Code Section 401(k) Plan established by the Office and Professional Employees International Union Local #11, which permits Employees covered under Collective Bargaining Agreements to make voluntary contributions through payroll deductions authorized by the Employee and paid through the Employer.

The Employer shall provide payroll deduction services to its Employees covered under the Collective Bargaining Agreement with the Union to permit voluntary Employee contributions to the qualified 401(k) Plan ("Plan") adopted by the Office and Professional Employees International Union Local #11.

An implementation of this 401-K plan will go into effect March 1, 1999.

EXHIBIT “E” – 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 800-346-7348 for further information.

