



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

San Diego Building and Construction Trades Council

July 1, 2019
to
June 30, 2024



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AGREEMENT

This Agreement entered at San Diego, California, on September 18, 2019, by and between the San Diego County Building & Construction Trades Council hereinafter designated as the "Employer", and the Office and Professional Employees International Union, Local #537, AFL-CIO, CLC hereinafter designated as the "Union".

WITNESSETH

In the interest of harmony, efficiency and uniformity, it is mutually agreed by and between the parties 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 written request of the Union.

Section 2.3. 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 2.4. The Union shall maintain an open and non-discriminatory list of employees available and shall not discriminate in matters of referrals because of age, sex, race, color, creed, 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.

Section 2.5. It is the intent of this Contract that the Employer will assure Local Union #537 of the opportunity to refer applicants for all job openings within forty-eight (48) hours.

Section 2.6. There shall be no discrimination by 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 13.

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 his choice.

Section 3.3. 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. The Employer has the right to terminate, immediately, any employee for disclosure of any confidential matter relating to the Employer's business, unless such disclosure is made in proper performance of the employee's duties or if they involve themselves in the politics of the Employer.

Section 3.4. In the event of change in administration, the Employer has the sole selectivity of their office manager and/or private secretary. However, every effort shall be made by the Employer, to retain any employee so displaced in comparable employment. Seniority shall prevail for any displaced employee.

ARTICLE 4 - WORKING HOURS AND OVERTIME

Section 4.1. The regular workweek shall be twenty-eight (28) hours consisting of seven (7) consecutive hours daily, exclusive of lunch period, between 7:00 am and 5:00 pm, Monday through Friday.

Section 4.2. 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.
- B. Any time worked on Holidays, hereinafter defined, shall be paid for at two (2) times the regular hourly rate, in addition to straight time allowed.
- 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 beyond 6:00 pm, Monday through Friday, inclusive, the employee shall be allowed a dinner period not to exceed one (1) hour. Said dinner period shall be considered as overtime worked and be paid accordingly.
- 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.
- F. Any work performed on Saturday, in excess of seven (7) hours will be paid at the double (2) time rate of pay.

Section 4.3. Only authorized time shall be compensated.

Section 4.4. The lunch period shall be one-half (½) hour each day, between the hours of 11:00 am and 2:00 pm

Section 4.5. All employees shall receive a mid-morning and a mid-afternoon rest period of fifteen (15) minutes each.

Section 4.6. All time paid in accordance with this Agreement, shall be considered as time worked for the purpose of Pension, Health and Welfare and Seniority, with the exception of annual sick leave payoff, vacation payoff and severance pay.

ARTICLE 5 - WORKING CONDITIONS

Section 5.1. Minimum wages and classifications shall be shown in Exhibit "A" attached hereto and hereby made a part of this Agreement.

Section 5.2. Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

Section 5.3. 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 5.4. 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 the case of out-of-town Employers, employees may be paid biweekly.

Section 5.5. 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 6, Technological Changes and Promotional Opportunities.

Section 5.6. Any employee working in two (2) classifications in any half (½) day shall receive the higher rate of pay for that full day.

Section 5.7. Any employee required by the Employer to work twenty (20) hours or less in one (1) week, shall be considered a part-time employee. Temporary and regular part-time employees working less than a full day shall be employed for not less than four (4) consecutive hours.

Section 5.8. Any employee who reports for work, at the Employer's request, and is not put to work, on a regularly scheduled day-off, shall be guaranteed not less than four (4) hours' pay.

Section 5.9. Any employee, who is required, by the Employer, during the course of employment to use the employee's motor vehicle or who is temporarily assigned to a work location other than the normal work location, shall be compensated for mileage and will be covered by an insurance rider to the Employer's policy. Each Employer will receive notification of this Internal Revenue Service rate and any changes therein from Local #537, for the duration of this Agreement.

Section 5.10. 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 this Agreement.

ARTICLE 6 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES

Section 6.1. In the event of technological changes, over and above those currently in effect, which require the introduction of automation 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 5, Section 5.5.

Section 6.2. An employee who is awarded a new job through the operation of this Article, shall be on a ninety (90) day probationary period for said job. During that probationary period, the employee shall be returned to their former job if the employee is found, by the Employer, not to be qualified to perform the new job, if that job is still in existence.

Section 6.3. 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 6.4. The Employer shall pay for tuition and books for classes taken by the employees 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.

ARTICLE 7 - VACATIONS

Section 7.1. Vacations are hereby established for all regular employees covered by this agreement as follows: This vacation shall be earned on a pro-rata basis. Extra time off can be mutually arranged.

Years of Service	Annual Vacation
1 – 4 Years	Ten (10) working days with pay
5 – 12 Years	Ten (10) working days with (15) working days pay
13 years or more	Ten (10) working days with twenty (20) working days pay

Section 7.2. In the event of termination, after three (3) months of employment, the employee shall be entitled to vacation pay pro-rated.

Section 7.3. Vacation 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 7.4. If circumstances prevent the Employer from allowing an employee from taking vacation during any given year, such employee shall be paid for all earned, but unused vacation for that year by the anniversary date of employment. Effective January 1, 2004 employees may carry over vacation from calendar year to calendar year up to a maximum of one-half of their annual accrual (for example: an employee who accrues two (2) weeks annually will be allowed to carry over one (1) week of vacation into the following calendar year). An employee who has carried over the maximum amount of vacation time under this Section shall not accrue further vacation time until their accrued vacation is under the maximum amount.

Section 7.5. Regular part-time employees shall be entitled to vacation with pay on a pro-rata basis.

Section 7.6. Employees shall receive earned vacation pay prior to starting their vacation.

ARTICLE 8 - LEAVE OF ABSENCE

Section 8.1. Sick Leave

- A. Each employee shall be entitled to 4.67 hours of sick and/or maternity leave for each month of service with the Employer up to a total of eight (8) days per year to accumulate to a maximum of fifteen (15) days. Employees shall be paid for any

excess days earned over fifteen (15) days accumulated on the anniversary date of this Collective Bargaining Agreement. 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 into 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. The Employer will grant leaves of absence for illness or injury in addition to normal sick leave. This leave will be without pay and shall be for such period as the Employer may grant. Requests for extended illness leave will be in writing and must be accompanied with medical certification of illness or injury.
- F. Sick leave may be used to care for injured and ill children, spouse or parents in addition to the employee's own injury or illness.

Section 8.2. Maternity Leave

Leaves for pregnancy shall be granted in accordance with the following formula:

- A. An employee may continue in employment during pregnancy, provided she is able to satisfactorily and safely do so.
- 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 and 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 8.3. Bereavement Leave

Paid bereavement leave shall be granted to all full-time employees, subject to the following limitations:

- A. Employee's spouse or child (including adopted and stepchildren) - Five (5) days.

B. Employee's parent, brother or sister - Three (3) days.

C. Grandparent, grandchild, spouse's parent, spouse's brother or sister, child's spouse - One (1) day.

Reasonable extra time off may be granted without pay.

Payment of bereavement leave is contingent upon employee attending the funeral, and the Employer may require proof of attendance.

Section 8.4. 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 ten (10) days, but may be extended for a reasonable cause by mutual agreement between the Employer and the Union.

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.

Section 8.5. Personal Leave

Employees may request a personal leave of absence without pay or fringes. Such leave of absence must be submitted to and approved by the Employer. Seniority shall not accrue during such absence in excess of three (3) months.

Section 8.6. Service and Seniority

The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absence described and set forth in this Article, except as outlined in Section 8.5.

Section 8.7. Temporary Replacement

The Employer may employ a temporary replacement for an employee on any authorized leave of absence.

Section 8.8. Jury Duty

When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid one hundred percent (100%) of their regular salary and/or wage for those hours for which absent from work during the regular workday or regular workweek up to a maximum of five (5) 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 five (5) days would be a hardship on the Employer.

Seniority will not be interrupted due to any leave for Jury Duty.

ARTICLE 9 - HOLIDAYS

Section 9.1. The following days are hereby designated as paid Holidays:

New Year's Day	Labor Day
Martin Luther King	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday

Section 9.2. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. An employee, who works on such days, shall be paid at the triple (3) time rate. No work shall be required on Labor Day, except in cases of extreme urgency when life or property is in imminent danger.

Section 9.3. Holidays falling during an employee's vacation period shall entitle the employee to an additional day's vacation or an additional day's pay.

Section 9.4. In order to be eligible for holiday pay, any employee must have worked their last regularly scheduled day prior to and the first regularly scheduled day following the holiday. In case of absence, proper certification may be required to receive holiday pay.

- A. A temporary employee, on the payroll of the Employer, shall be paid for a holiday after fifteen (15) days of employment. Temporary employees shall receive as holiday pay the amount the employee is normally paid.
- B. A regular part-time employee shall be paid for a holiday, if the holiday falls within the employees time regularly employed, and shall receive as holiday pay the amount normally paid.

Section 9.5. In the event the Employer elects to close his office on any day/days or any part/parts thereof, to observe a holiday other than those listed above, or in "memoriam", the employee/employees shall be paid any lost time as a result of such closing.

ARTICLE 10 - SEVERANCE PAY

Section 10.1. Any employee of three (3) months' service or over who is laid off shall be given two (2) weeks' notice in writing, or two (2) weeks' pay in lieu thereof. Any employee shall forfeit any and all sick leave pay to which they would be otherwise entitled in the

event the employee fails to give the Employer two (2) weeks' written notice of employee's intended resignation. This clause shall not apply when the discharge is for dishonesty or such misconduct that immediate action is necessary.

Section 10.2. In the event an employee's services are terminated, they shall receive all earned, but unused vacation pay and sick leave pay in addition to severance notice or pay.

Section 10.3. After three (3) months of employment, in the event of a death of any employee, their beneficiary shall receive all earned, but unused vacation and sick leave pay on a pro-rata basis.

ARTICLE 11 - SENIORITY

Section 11.1. Employees shall be considered probationary for a period of three (3) months, from the date of hire, during which period they shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during this three (3) month period without any recourse whatsoever. Thereafter, seniority shall be effective as of the original date of hire.

Section 11.2. Seniority shall mean the length of continuous service with the same Employer. In laying off, rehiring and promotion, seniority shall prevail, provided efficiency and ability are equal.

Section 11.3. 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.

Section 11.4. Such employee bumped by a senior employee as provided in the foregoing paragraph, shall be allowed to exercise their seniority rights in the same manner. An employee who exercises such rights will retain their own 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 11.5. The Employer cannot arbitrarily lower the wage of an employee who continuously performs the same work at a wage that has been previously established for that work.

Section 11.6. 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.

Section 11.7. An employee shall lose all seniority rights in case of voluntary resignation, discharge for just cause or absence from work for a continuous period of more than one (1) year due to an injury or illness. An employee laid off shall be placed on the recall list for ninety (90) days, retaining prior seniority status.

ARTICLE 12 - DISCHARGE PROCEDURE

Section 12.1. The Employer retains the right to manage the office and direct the work force, including the right to hire, promote, transfer, suspend, discipline or discharge for just cause, in accordance with the provisions of this Agreement and subject to appeal under the grievance procedure herein established.

Section 12.2. For situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be mailed to the Union.

First Warning	Oral (memorialize in writing)
Second Warning	Written
Third Warning	Written and termination

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1. In the event any dispute should arise as to the true interpretation of this Agreement, or in regard to the enforcement of its provisions by the parties signatory thereto, upon receiving written notification, the Business Representative or any other duly authorized official of the Union, shall meet with the Employer or his duly authorized representative in an effort to adjust the matter. Attorneys shall not be present for either party during the settlement of disputes.

Section 13.2. 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 13.3. 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. The Employer and the Union can mutually agree that State or Federal Mediation Conciliation Services may be utilized to effectuate resolution of disputes at no cost to the parties prior to request to arbitrate.

Section 13.4. The parties agree to meet within ten (10) working days following receipt of the panel of Arbitrators to select the Arbitrator.

Section 13.5. The Arbitrator shall be selected from an odd numbered list, on a panel to be submitted by the parties. In the event, one (1) of the parties choose not to participate under this Article, the Arbitrator shall proceed ex-parte. The determination of the Arbitrator

is final and binding upon the parties. The cost of the arbitration shall be equally shared by the Employer and the Union.

ARTICLE 14 - HEALTH AND WELFARE PLAN

Section 14.1. A Health & Welfare, and Prescription Drug Plan shall be provided by the Employer for all employees coming within the scope of this Agreement. The employees shall be covered as herein provided.

Section 14.2. Health & Welfare and Prescription Drugs benefits shall be granted to employees working seventy (70) hours or more per month.

Section 14.3. Effective July 1, 2019, the Employer agrees to contribute seven dollars and eighty cents (\$7.80) per hour toward the cost of Health & Welfare and Prescription Drug Plan coverage. Any additional cost shall be borne by the employee.

Effective July 1, 2020, the Employer agrees to contribute eight dollars and thirty cents (\$8.30) per hour toward the cost of Health & Welfare and Prescription Drug Plan coverage. Any additional cost shall be borne by the employee.

Effective July 1, 2021, the Employer agrees to contribute eight dollars and eighty cents (\$8.80) per hour toward the cost of Health & Welfare and Prescription Drug Plan coverage. Any additional cost shall be borne by the employee.

Effective July 1, 2022, the Employer agrees to contribute nine dollars and thirty cents (\$9.30) per hour toward the cost of Health & Welfare and Prescription Drug Plan coverage. Any additional cost shall be borne by the employee.

Effective July 1, 2023, the Employer agrees to contribute nine dollars and eighty cents (\$9.80) per hour toward the cost of Health & Welfare and Prescription Drug Plan coverage. Any additional cost shall be borne by the employee.

Section 14.4. Should the Employer have a plan equal or superior to the current plan of the Union, they may provide coverage for their employees under that plan upon approval of the Union.

ARTICLE 15 - PENSION

Section 15.1. The Employer wishes to permit its employees to participate in an Internal Revenue Code Section 401(K) Plan established by the Labor Unions 401(K) Plan which permits employees covered under a collective bargaining agreement to make voluntary contributions through payroll deductions authorized by the employee and made through the Employer.

Section 15.2. 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 Labor Unions 401(K) Plan.

Section 15.3. Effective, July 1, 2019, the Employer shall make contributions to such Plan in the amount of five dollars and seventy-five cents (\$5.75) per hour and shall be obliged to facilitate administrative withholding and reporting procedures to effect voluntary payroll deductions set forth in the provisions of the Plan.

Effective July 1, 2020, the Employer shall make contributions to such Plan in the amount of six dollars and twenty-five cents (\$6.25) per hour and shall be obliged to facilitate administrative withholding and reporting procedures to effect voluntary payroll deductions set forth in the provisions of the Plan.

Effective, July 1, 2021, the Employer shall make contributions to such Plan in the amount of six dollars and seventy-five cents (\$6.75) per hour and shall be obliged to facilitate administrative withholding and reporting procedures to effect voluntary payroll deductions set forth in the provisions of the Plan.

Effective, July 1, 2022, the Employer shall make contributions to such Plan in the amount of seven dollars and twenty-five cents (\$7.25) per hour and shall be obliged to facilitate administrative withholding and reporting procedures to effect voluntary payroll deductions set forth in the provisions of the Plan.

Effective July 1, 2023, the Employer shall make contributions to such Plan in the amount of seven dollars and seventy-five cents (\$7.75) per hour and shall be obliged to facilitate administrative withholding and reporting procedures to effect voluntary payroll deductions set forth in the provisions of the Plan.

Section 15.4. The Employer shall submit all wage and employee census data for annual discrimination testing in accordance with the time requirements and format specified by the Labor Unions 401(K) Plan.

ARTICLE 16 - SUBCONTRACTING

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

ARTICLE 17 - CONTRACT MAINTENANCE

Section 17.1. 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 17.2. A Union Steward shall be elected by the Local #537 employees or appointed by the Local #537 Business Representative, in each office where there are three (3) or more employees.

- A. 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.

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

- 1) Perform Steward's duties on office time.
- 2) Check regularly to see that all employees are current in the payment of their Union Dues.
- 3) 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 13 - Grievance Procedure.

C. The Union agrees that:

- 1) The Steward shall not be the office manager or a trainee.
- 2) The Steward shall not attempt to settle disputes for the Business Representative.
- 3) The Steward shall perform their duties as expeditiously and discreetly as possible.

D. 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 18 - UNION LABEL

The Employer agrees that all correspondence and other material leaving the Employer's office shall bear the Office and Professional Employees International Union Label. The Union Label shall be affixed as follows:

OPEIU#537 AFL-CIO

ARTICLE 19 - 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.

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 - OCCUPATIONAL SAFETY AND HEALTH

Employees required to operate Video Display Terminals at least fourteen (14) hours per week shall receive an ophthalmologic exam prior to being assigned to such job duties, and annually thereafter. The Employer shall have the right to determine the provider doctor. The cost of such exam up to a maximum of fifty dollars (\$50.00) per employee per year will be paid by the Employer.

ARTICLE 22 - DEDUCTIONS

Upon receipt of authorization signed by the employee, the Employer shall deduct from the employee's pay, initiation fees, two (2) equal installments, monthly dues and voluntary contributions to the OPEIU Voice of the Electorate (VOTE), payable that same month to the Union in an amount directed by the Union for the period specified, so long as the employee remains in the bargaining unit.

A copy of the check-off authorization to be used for this purpose is attached hereto as Exhibit "B".

ARTICLE 23 - ECONOMIC RE-OPENER

Either party may re-open the contract at least 30 days prior to July 1, 2020, July 1, 2021, July 1, 2022 and July 1, 2023 for purposes of bargaining over the economic terms. The contract shall not be re-opened unless a written notice is served on the other party.

ARTICLE 24 - TERM

This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2024, and shall be renewed from the year to year thereafter in 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 June 30, 2024, 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:
San Diego Building Trades Council

FOR THE UNION:
OPEIU Local 537

Tom Lemmon, Business Manager

Lynnette T. Howard, Business Representative

Date

Date

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

EXHIBIT "A" - WAGES

Section E.1. 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 wages will apply in all classifications as follows:

	Salary Schedule Effective July 1, 2019		
Salary Grade	First 6 Months	Second 6 Months	After "1" Year
	Per Hour	Per Hour	Per Hour
1	\$18.00	\$18.50	\$19.00
2	\$19.00	\$18.50	\$20.00
3	\$21.00	\$21.50	\$22.00
4	\$25.00	\$25.50	\$26.00

Effective July 1, 2019, all current employees will receive a one dollar and fifty cents (\$1.50) per hour wage increase.

Effective July 1, 2020, all current employees will receive a one dollar and fifty cents (\$1.50) per hour wage increase.

Effective July 1, 2021, all current employees will receive a one dollar and fifty cents (\$1.50) per hour wage increase.

Effective July 1, 2022, all current employees will receive a one dollar and fifty cents (\$1.50) per hour wage increase.

Effective July 1, 2023, all current employees will receive a one dollar and fifty cents (\$1.50) per hour wage increase.

EXHIBIT "B" - CHECKOFF AUTHORIZATION OICE OF THE ELECTORATE (VOTE)

TO:

I hereby authorize you as my Employer to deduct from my paycheck the following amount:

\$.25 \$.50 \$1.00 other (check one),

Weekly Bi-Weekly Monthly (check one)

This amount is to be forwarded to the OPEIU Local 537 Office for deposit with the Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 537 Voice of the Electorate (VOTE) Fund monies are to be used to make political contributions and expenditures in connection with Federal, State and Local elections; and that this voluntary authorization is in response to a joint fund-raising effort by Office and Professional Employees International Union and the AFL-CIO.

In the event my employer will not check-off this amount from my paycheck, I pledge to forward such amount directly to the Voice of the Electorate (VOTE) Fund.

This authorization may be revoked by me at any time by written notice to my Employer and/or Office and Professional Employees International Union Local 537, AFL-CIO as applicable.

Signature

Print or type name

Home Address

City

State

Zip

Date

Witness

MAIL TO: VOICE OF THE ELECTORATE (VOTE)
c/o OPEIU LOCAL #537
3229 E. Foothill Blvd.
Pasadena, CA 91107

JOB CLASSIFICATIONS

GENERAL CLERK - GRADE 1

Works under the direct supervision of superior and performs clerical work requiring little special training, but the performance of which requires the use of a computer and involves typing reports and other matters from rough drafts, marginal notes, verbal instructions or corrected copy, and maintains visible, loose leaf and other type files, checks and alphabetizes records and performs one (1) or more of the following: assists bookkeeper in typing payroll, assists superior in servicing the membership by answering inquires by telephone or in person, sorts and distributes the mail.

OFFICE CASHIER - GRADE 1

Receives dues and incoming cash at desk, at window or by mail. Writes receipts, checks and counts money, enters receipts on cards or other records, makes change and cashes checks. May keep records associated with bank deposits.

RECEPTIONIST - GRADE 1

Operates a single or multiple phone line. In addition, may record toll calls and take messages. Acts as receptionist and may be required to type or do routine clerical work as part of regular duties. This typing or clerical work may take the major part of the time while at the switchboard.

GENERAL OFFICE ASSISTANT - GRADE 2

Works under direct supervision of superior. Primary function is to take dictation from one (1) or more persons, either in shorthand or the equivalent thereof and to transcribe this dictation. May include Dictaphone or transcribing machine work, and must be able to type at least sixty (60) words per minute. May also perform duties listed under Clerk Typist.

BOOKKEEPER - GRADE 3

Keeps a set of books for recording transactions which involve most of the following: Operates accounting machines; posts financial data; balances subsidiary ledgers, cash books or journals; proves operations and balances ledgers; prepares quarterly reports (State and Federal); balances per capita reports; prepares payroll.

SECRETARY - GRADE 3

Works under the supervision of a superior and is responsible for confidential files, takes dictation and transcribes same, composes and types routine correspondence, locates information from files and relieves superior of routine clerical functions, and may make minor decisions for a superior. May be responsible for typing contracts, maintaining and preparing reports, for set-up and lay-outs on leaflets or articles for newspapers. In addition to the duties listed, the Secretary must be able to perform other duties described in Job Classifications 1 and 2 and must be able to take dictation at no less than one hundred (100) words per minutes and type at no less than sixty (60) words per minutes.

ADMINISTRATIVE ASSISTANT/OFFICE MANAGER - GRADE 4

Assists the Employer in the management of the office. One who has been designated by the Employer to manage the office.

<u>JOB CLASSIFICATIONS</u>	<u>SALARY GRADE</u>
General Clerk	1
Office Cashier	1
Receptionist	1
General Office Assistant	2
Bookkeeper	3
Secretary	3
Administrative Assistant/Office Manager	4