



AGREEMENT

between

Office & Professional Employees  
International Union

Local 537  
AFL-CIO

and

Teamsters Local 631

June 1, 2019  
to  
May 31, 2022



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This Agreement made and entered into at Las Vegas, Nevada, **August 23, 2019**, by and between the Teamsters, Chauffeurs, Warehousemen and Helpers, Local 631, 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 full-time and regular part-time office clerical employees coming under the jurisdiction of this Agreement, specifically, any phase of office, clerical, and dispatch; excluding all other employees, guards, and supervisors as defined by the act in accordance with NLRB Petition Case 28-RC-5902.

The parties agree that the language of this Article is intended to include all employees who perform bargaining unit work.

**SECTION 1.2.** The Union and the employees agree to use every reasonable effort to promote the welfare of the Employer and the Membership of Teamsters Local 631.

### **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 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 (31<sup>st</sup>) day following the date of execution of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the thirty-first (31<sup>st</sup>) 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 and business agents not now members of the Union not qualified to become members.

**SECTION 2.2.** When a position is to be filled, the Employer shall 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, classification, and rate of pay.

**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 to participate in any internal Union political action of their Employer, nor shall the employee be required to campaign for any individuals who are candidates for a Union office of the Employer.

**SECTION 2.5.** Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment.

**SECTION 2.6.** All money deducted or collected by the Employer shall be remitted to the Union on or before the twentieth (20<sup>th</sup>) 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**

**SECTION 3.1.** The Employer shall not subcontract bargaining unit work without prior notification to the Union. Work that is subcontracted will not cause a reduction in staff unless approved by the Union.

### **ARTICLE 4 - PROBATIONARY, TEMPORARY & REGULAR PART-TIME EMPLOYEES (EMPLOYEE DEFINITIONS)**

**SECTION 4.1.** All employees may be regarded as probationary employees for the first ninety (90) days of employment. The probation period may be extended an additional thirty (30) days by mutual agreement between the Employer and the Union. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period. At the close of the probationary period, the employee shall be considered a regular employee, and shall be entitled to all contract benefits as specified in this Agreement from date of employment.

The parties agree that the Employer is required to remit contributions on behalf of all employees including probationary employees beginning with their first (1<sup>st</sup>) hour worked, irrespective of employment status. Furthermore, it is the intent of the parties that contributions will be made for all individuals who perform bargaining unit work covered by this collective bargaining agreement.

**SECTION 4.2.** 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. All employees must be informed of their status at the start of such temporary employment. All temporary employees who have been employed thirty-one (31) days shall pay work permit fees to the Union based on the dues schedule at the minimum dues rate.

(A) Any temporary employee shall be paid under the classification for which hired as set forth in Appendix "A" of this Agreement.

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

**SECTION 4.3.** Regularly scheduled part-time employees shall be covered by all the terms and conditions as set forth in the Agreement for regular employees, except that holidays, vacation, and sick leave, shall be calculated on a pro-rata basis consistent with the time regularly employed each week.

## **ARTICLE 5 - UNION REPRESENTATION**

**SECTION 5.1.** Union Access: Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule.

**SECTION 5.2.** Shop Stewards: The Union designated Shop Stewards shall be permitted reasonable time during normal work hours to address actual or potential grievances that may arise from time to time. Any action taken under this provision shall be taken as to minimize time loss to the Employer.

**SECTION 5.3.** Negotiating Committee: The Union negotiating committee, when necessary, shall be permitted time off from their regular scheduled shift to participate in contract negotiations when said negotiations are conducted during that shift, without loss of benefits. The Employer agrees to pay employees' benefits and the Union will pay the lost wages.

## **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 Nevada pertaining to health and sanitation.

**SECTION 6.3.** The Union recognizes the Employer's obligations to provide a safe work environment for its employees and that the Employer may establish work rules to conform to those requirements. It is also understood that employees who violate these safety rules will be subject to discipline as outlined in Article 18 of this Agreement.

## **ARTICLE 7 - HOURS OF EMPLOYMENT**

**SECTION 7.1.** The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or an alternative four (4) ten (10) hour days with three (3) consecutive days off excluding a scheduled lunch period which must be taken between three and one half (3½) to five (5) hours into shift not to exceed more than one (1) hour.

**SECTION 7.2.** When an alternate shift schedule is established, such alternate shift schedule shall be appropriately documented, and the Union will be notified. Shift schedules shall be posted a minimum of five (5) calendar days prior to the commencement of those shifts. Temporary shift schedules maybe established by the Employer to meet the business needs of the convention industry. The Employer will provide forty-eight (48) hour notice of any temporary shift schedule change, which will be limited to large convention shows.

**SECTION 7.3.** The designated workweek, for application under this agreement where applicable, shall be Monday through Sunday.

**SECTION 7.4.** The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee each morning between the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) hour and between the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) hour in the afternoon. Rest periods shall be considered as time worked for the purpose of determining the workday.

**SECTION 7.5.** If the Employer requires work covered under the jurisdiction of this Agreement for Conventions, Conferences, Lectures, and/or Trials, the employees shall be paid their applicable rate of pay. Such conventions, conferences, lectures, and/or trials must be Teamster related. It is further understood that when attending such meetings requiring travel time, said individual shall be paid their applicable rate of pay. The Employer shall be responsible for any transportation costs (Coach Class airfare), Hotel room and reasonable meal expenses. The use of a personal vehicle by an employee shall be reimbursed at the applicable rate as established by the Internal Revenue Service.

**SECTION 7.6.** The employees shall not work overtime unless prior authorization is given by the Employer. In order to meet the demands of labor calls in the Convention Industry, during large shows, employees may be required to work overtime in order to completely fill the dispatches for the Convention Industry Employers.

**SECTION 7.7.** Work performed in excess of eight (8) hours per day, or ten (10) hours per day when a four ten (10) hour shifts are established, or forty (40) hours per week, shall be paid at time and one-half (1½) the straight time rate.

**SECTION 7.8.** Employees who are scheduled to work a seventh (7<sup>th</sup>) consecutive day on a five (5) day eight (8) hour scheduled work week shall be paid two (2) times their hourly rate for all hours worked. Overtime provisions will end at the end of the shift on the seventh (7<sup>th</sup>) consecutive day during the current work week. Employees will not be forced to work an eighth (8<sup>th</sup>) consecutive day.

Employees who are scheduled to work a sixth (6<sup>th</sup>) consecutive day on a four (4) day ten (10) hour scheduled work week shall be paid two (2) times their hourly rate for all hours worked. Overtime provisions will end at the end of the shift on the sixth (6<sup>th</sup>) consecutive day during the current work week. Employees that are on a four (4) day ten (10) hour schedule shall not be forced to work a seventh (7<sup>th</sup>) consecutive day.

In order to fill all labor calls for the Convention Industry, during heavy shows, the Employer may change the work schedules and require the dispatch and/or front office to remain open on the weekend. Such work will be offered to the most senior qualified person first, if scheduling demands cannot be met, the Employer may mandate employees to work in reverse seniority order of qualified employees.

## **ARTICLE 8 - WAGES**

**SECTION 8.1.** The Employer agrees to pay not less than the minimum weekly wage scale shown in Appendix "A" of this Agreement. An employee shall not be entitled to the weekly guarantee if they leave work on their own volition and do not receive compensation from sick leave, vacation, or other time of paid leave as defined in the Agreement.

**SECTION 8.2.** 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 8.3.** Any new employee hired who first reports to work and is not put to work shall receive one day's pay, unless the employee is determined to be unfit for work.

**SECTION 8.4.** Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than four (4) hours' pay at the applicable rate of pay.

**SECTION 8.5.** The Employer shall pay the cost of any bond or notary commission for an employee who is covered by this Agreement.

**SECTION 8.6.** All hours compensated shall be considered time worked in this Agreement for the following purposes: overtime calculated, sick leave accrual, vacation accrual, and seniority accrual.

## **ARTICLE 9 - HEALTH & WELFARE**

**SECTION 9.1.** The Employer will contribute the following sums monthly on each employee who has been compensated for (80) eighty hours during the month of employment into the Teamsters Local 631 Security Fund for Health and Welfare, Dental, Vision, and Retiree coverage. The contribution shall be made to the Teamsters Local 631 Security Fund.

**SECTION 9.2.** The Employer agrees that it will pay any increases in contribution rates established by the Trustees of any of the Trusts above-named as needed in order to maintain benefits under any of the above Plans.

**SECTION 9.3.** Payments required under Section 1 of this Article shall be made to the administrative office by the tenth (10<sup>th</sup>) day of each month. The Employer acknowledges that it has received a copy of the Agreement and Declaration of Trust of all of the Trusts above described. The Employer and the Union consents to and accepts the terms, conditions, and provisions of such Agreements and Declaration of Trust, and further agree that the Trustees named in such Trusts and their successor Trustees elected pursuant to the provisions of said Trust and alternate Trustees, if any, selected or elected pursuant to the provisions of said Trust are and shall be his or its representatives and consents to be bound by the acts of said Trustees, successor Trustees and alternate Trustees pursuant to the provisions of said Trust.

**SECTION 9.4.** The Employer agrees to continue such health and welfare contributions for one year (12 months) should an employee be off work due to a job-incurred injury, provided such employee has established seniority with the Employer, as provided for in Article 4, Section 4.1 of this Agreement.

The Employer agrees to continue health and welfare for three (3) months should an employee be off from work due to a non-industrial accident or illness, provided such employee has established seniority with the Employer, as provided for in Article 4, Section 4.1 of this Agreement.

**SECTION 9.5.** The Employer agrees to deduct and remit contributions to Short Term and/or Long-Term Disability plans as identified by the Union for employees who provide written authorization for such deductions to be made on their behalf.

**SECTION 9.6.** The Employer agrees to continue contributions to the Teamsters Local 631 Retiree Health Fund the amount of seventy-five dollars (\$75.00) per month on behalf of each employee under the guidelines of the Teamsters Local 631 Health and Welfare Trust document.

## **ARTICLE 10 - PENSION**

**SECTION 10.1.** The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on behalf of each member of the bargaining unit. Pension contribution rate increases during the term of the Agreement shall be allocated from the wages in Appendix "A". (*Amounts allotted to Pension will be determined by the bargaining unit.*)

**SECTION 10.2.** The parties agree that pension contribution shall be made on behalf of each employee for each compensable hour. There is no maximum. The parties further agree that the Employer is not required to make contributions when compensating employees for unused sick as defined in Article 12, Section 12.2 of this Agreement.

**SECTION 10.3.** In the event that the contribution hourly rate to the basic plan of benefits is increased in the future, the contribution to PEER must also be increased (if necessary) so that the PEER contribution equals 16.5% (rounded to the nearest cent) of the new contribution to the basic plan. The contributions required to provide PEER are not taken into consideration for benefit accrual purposes under the basic plan. If the bargaining unit ceases participation in PEER, such bargaining unit will be ineligible to participate in the basic plan.

**SECTION 10.4.** The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of the Agreement.

## **ARTICLE 11 - HOLIDAYS**

**SECTION 11.1.** All regular employees coming under the jurisdiction of this Agreement shall be allowed the twelve (12) holidays listed below. Every regular employee is eligible for holiday benefits that work their regularly scheduled workday before and after the holiday. Any employee who works on the holiday shall be eligible for holiday pay, during each week in which a holiday falls.

Each eligible employee shall receive, as holiday pay, an amount equal to eight (8) hours or (ten (10) hours if on a four-ten (4-10) work schedule) times their regular straight-time hourly rate of pay in addition to all other compensations earned by them under other provisions of this Agreement.



<b>New Year's Day</b>	<b>Veterans' Day</b>
<b>Martin Luther King Jr. Birthday</b>	<b>Thanksgiving Day</b>
<b>Good Friday</b>	<b>Day after Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Christmas Eve</b>
<b>Independence Day</b>	<b>Christmas Day</b>
<b>Labor Day</b>	<b>New Year's Eve</b>

**SECTION 11.2.** A regular employee who is laid off or rehired during the month in which a holiday occurs shall be eligible for holiday benefits if the employee is compensated for one hundred twenty (120) or more hours during said month, or if the employee works the holiday.

**SECTION 11.3.** Should any of these holidays fall on a day other than a regularly scheduled workday, the Employer at the Employer's option, may observe either the last regularly scheduled workday preceding or the first regularly scheduled workday following the recognized holiday, providing the employee is notified forty-eight (48) hours in advance which day is to be observed.

**SECTION 11.4.** Any employee required to work on a holiday shall be notified forty-eight hours (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive one and one-half (1½) times the regular hourly rate of pay for all hours worked, plus holiday pay.

## **ARTICLE 12 - SICK LEAVE**

**SECTION 12.1.** All regular employees will be entitled to eight (8) days of sick leave with pay in each agreement year.

These employees will receive their sick days starting on their anniversary date. Sick days are to be used for when the actual employee is sick.

**SECTION 12.2.** Sick leave shall be payable at the employee's regular rate of pay on the first (1<sup>st</sup>) scheduled workday due to bona fide absence caused by illness or non-industrial accident. When an individual is hospitalized or has an industrial injury which requires a doctor's care, they shall be eligible for sick leave benefits on the first (1<sup>st</sup>) day. It is understood that an employee is considered hospitalized and entitled to first (1<sup>st</sup>) day sick leave if an employee has an operation at the hospital for a disabling injury even though it's on an outpatient basis. Payment for sick leave days shall be for any eight (8) or ten (10) hour day. Any employee off work for three (3) consecutive days may be required to provide a doctor's release before returning to work.

**SECTION 12.3.** Sick leave may be used for sickness, injury, medical, or dental appointments, or any other medical need. A new employee will accumulate sick leave but may not utilize sick leave benefits until attaining seniority. On each agreement anniversary date, the prior year's sick leave shall be reviewed, and any unused sick leave shall be accumulated into a sick leave bank of not more than one hundred twenty (120)

hours; said bank to be used for future illness of an employee to cover periods of illness. Any sick leave hours remaining over one hundred twenty (120) will be compensated to the employee at their current hourly rate of pay. Payment of any unused sick leave shall be paid no later than the second pay period following the anniversary date of the Agreement. Any employee over the one hundred twenty (120) hour maximum will be paid out the balance of the bank upon ratification of this Agreement.

**SECTION 12.4.** An employee who is collecting Workmen's Compensation temporary disability benefits shall not receive sick leave benefits as provided herein, provided however, if such Workmen's Compensation temporary disability benefits are less than the amount of sick benefits provided herein for such period, such employee shall receive sick benefits in addition to such Workmen's Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits he/she would have otherwise received as provided herein.

**SECTION 12.5.** If requested by the employee, the Employer at the end of each calendar year or anniversary date, will give in writing, to each employee, an annual accounting of all received and accrued sick leave as accumulated.

**SECTION 12.6.** 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 and all other paid compensable time off as per the provisions of the Family Medical Leave Act.

(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 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.

### **ARTICLE 13 – PERSONAL TIME OFF (PTO)**

**SECTION 13.1.** All regular employees will be entitled to seven (7) personal days with pay in each agreement year to be scheduled at a time mutually agreed upon between the Employer and the employee, after the employee has completed one (1) year of employment. The employees will receive their personal days starting on their anniversary date. One (1) of the seven (7) floating holidays mentioned above will be the employee's birthday scheduled upon mutual agreement between the Employer and the employee.

**SECTION 13.2.** Personal days shall be payable at the employee's regular rate of pay. Payment for personal time shall be for any eight (8) or ten (10) hour day.

**SECTION 13.3.** Personal days may be used for individual days off, doctor's appointments, or dental appointments.

**SECTION 13.4.** Personal days may be selected as individual days, blocks of days (two (2), three (3), or four (4) days) or combined in blocks of five (5) days and selected as full weeks.

**SECTION 13.5.** Personal days shall be taken at a time mutually agreed upon by the Employer and the employee. Personal day scheduling shall be strictly on the basis of seniority between the employees.

**SECTION 13.6.** 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 used and accrued personal days accumulated.

### **ARTICLE 14 - VACATIONS**

**SECTION 14.1.** All employees shall accrue vacation time on a yearly basis commencing with the employee's first completed year of service. Vacation leave shall accrue but may not be taken until after an employee has completed twelve (12) consecutive months of employment. Vacation time shall be paid as follows:

<b>YEARS OF SERVICE</b>	<b>VACATION</b>
1 Year	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
10 Years	4 Weeks
20 Years	5 Weeks

Vacation may not be carried over from year to the next except by mutual agreement between the Employer and the employee in writing before December 31<sup>st</sup> of each year.

**SECTION 14.2.** 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 14.3.** 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 14.4.** In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

**SECTION 14.5.** 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 used and accrued vacation as accumulated.

### **ARTICLE 15 - LEAVE OF ABSENCE**

**SECTION 15.1.** A leave of absence without pay shall be granted to any employee to attend to legal matters, death in his immediate family, personal illness (after exhausting

paid sick leave), or for any other valid reason or emergency determined to be valid by the Employer. Application for leave of absence must be made in writing and approved by a representative of the Employer designated for such purpose. Leave of absence will be for a period of not more than thirty (30) days but may be extended for reasonable cause by agreement between the Employer and the Union, or as delegate or representative to any labor activity shall be considered grounds for leave of absence and reasonable cause for an extension of leave of absence. If approved, there shall be no loss of seniority.

**SECTION 15.2.** Any employee on leave of absence who accepts employment elsewhere will be considered to have quit, and shall lose their seniority rights, except an employee engaged in Union business whose leave has been requested by OPEIU Local 537. Employees granted such leave of absence would retain and accumulate seniority during such leave period.

**SECTION 15.3.** An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's assigned job at the rate then current for the classification.

**SECTION 15.4. Family Medical Leave:** The Employer agrees to extend the provisions of the Family Medical Leave Act (FMLA) and the state leave law to all eligible employees in the bargaining unit.

## **ARTICLE 16 - FUNERAL LEAVE**

**SECTION 16.1.** If a regular employee covered by this Agreement suffers a death in his/her immediate family or in the immediate family of his/her spouse, such employee shall be allowed up to three (3) working days off for the purpose of attending the funeral and shall be compensated for his loss by payment of hourly straight-time pay for such time lost as a result of his absence. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, Grandparents, Grandchildren, niece, and nephew.

**SECTION 16.2.** Upon the request of the employee an additional two (2) days unpaid leave may be granted by the Employer, unless the employee has unused sick leave or vacation days, then these days may be used for the two (2) additional days.

## **ARTICLE 17 - JURY DUTY**

**SECTION 17.1.** When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he shall immediately advise the Employer upon receipt of such call, and if taken from his work for such services, shall be reimbursed as provided herein, for any loss of wages while actually performing such service; provided he exhibits to the Employer his properly endorsed check and permits the Employer to copy the check or voucher he receives for such service, and provided, further, should employee report for jury duty and be excused for balance of that day, he shall report as soon as possible to his Employer for the purpose of working the balance of that day.

**SECTION 17.2.** The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his straight-time hourly rate during the regular working hours he missed while performing such service.

**SECTION 17.3.** Any employee called for Jury Duty will automatically be considered to be on a regular day shift (Monday through Friday Court hours), at the time he/she is scheduled to report for jury duty. Clarification: Employees are limited to day shift only.

## **ARTICLE 18 - PROGRESSIVE DISCIPLINE/DISCHARGE**

**SECTION 18.1** The Employer may discipline an employee only for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees. The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct.

**SECTION 18.2.** The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written notice shall previously have been given to such employee and copy to the Union of a complaint against him/her concerning his work or conduct within ten (10) working days of the date the violation becomes known to management, exclusive of Saturdays, Sundays, or holidays. Otherwise, such warning notice shall be null and void. No such prior warning notice shall be necessary if the cause for discharge or suspension is for serious offenses such as dishonesty, drinking related to employment, sale or use of dangerous drugs or narcotics, or gross insubordination.

**SECTION 18.3.** For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be mailed to the Union.

In the event of notice to the Employer that a court order has been issued requiring the Employer to withhold a percentage of an employee's wages to satisfy a garnishment, the Employer may take disciplinary action if the employee fails to satisfy such garnishment or wage assignment within a period of five (5) business days after notice to the employee that the Employer is considering disciplinary action. However, the Employer may not discharge any employee by reason of the fact that his/her earnings have been subjected to garnishment or wage assignment for any one indebtedness. An employee may be suspended by reason of the fact that his/her earnings have been subjected to garnishment or wage assignment for any one indebtedness, but any such suspension must be for a fixed, stated period of time.

If the Employer is notified of three (3) garnishments or wage assignments for more than one debt, irrespective of whether satisfied by the employee with a period of five (5) business days, the employee may be subjected to discipline. However, the employee may not be discharged upon notice of a third garnishment under this provision unless and until the Employer has actually begun withholding the employee's wages on a second debt. If

the Employer has an established practice of discipline or discharge with a fewer number of garnishments or wage assignments or impending garnishments or wage assignments, if the employee fails to adjust the matter within the five (5) business day period, such past practice shall be applicable, provided it does not result in the discharge of an employee prior to the actual withholding of the employee's wages for a second debt. A garnishment for child support or alimony shall not be considered a debt for purpose of discipline.

The Employer shall comply with Federal, State and Local law in enforcing the provisions of this Article. Discipline or discharge pursuant to this Article shall be reasonable and non-discriminatory.

First Violation	Verbal warning (memorialized in writing)
Second Violation	Written notice and up to three (3) days' suspension without pay.
Third Violation	Written notice and up to five (5) days' suspension without pay.
Fourth Violation	Termination

Warnings and written notices 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 19 - SENIORITY**

**SECTION 19.1.** In all cases involving shift changes, promotions, transfers, layoffs, or demotions due to layoff, or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where skills and ability are substantially equal except as otherwise provided for in Section 19.3.

**SECTION 19.2.** Seniority shall be broken, and the employee shall be terminated for any of the following reasons:

- (A) Justifiable discharge.
- (B) Voluntary quit.
- (C) Retirement - For the purposes of this Article, 'retirement' as defined as the continued ability of the employee to work in accordance with the re-employment rules of the Pension Plan in a capacity the Employer is able to accommodate is excluded.
- (D) Failure to respond to a written recall notice.
- (E) In the case of employees with five (5) years or more of continuous service, a layoff or absence from work because of illness or injury that exceeds three (3) years, unless extended by mutual agreement between the Employer and the Union.
- (F) In the case of an employee with less than five (5) years of continuous service, by an absence of work because of illness or non-occupational injury of one (1) year, or an absence of work because of an occupational injury that exceeds two (2) years unless extended by mutual agreement between the Employer and the Union.
- (G) Laid off for twelve (12) months or more.

### **SECTION 19.3. Layoff and Recall**

When it becomes necessary to reduce the work force, the last employee hired shall be laid off first, and when the force is again increased, the employee shall be returned to work in the reverse order in which they were laid off. Such layoff notice shall be in writing with a copy to the Union.

During such layoff, the laid off employee shall not contact the Employer and/or fellow employees requesting information about his/her layoff. A laid off employee shall be given written notice of recall when any contract position becomes available by certified mail addressed to the last known address on file with the Employer with a copy to the Union.

Such employee must respond to such notice within five (5) business days after receipt of a recall notice and actually report to work within an additional five (5) business days. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights unless otherwise agreed to in writing on a case by case basis by the Employer, the Union and the particular employee involved.

The copy of the recall notice sent to the Union needs not be sent by certified mail, and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

If the employee, affected by a layoff or being recalled is not fully qualified for the open position but possesses the required basic skills, including a basic knowledge of the job, but is not fully capable of performing the duties of the position into which he/she will be performing, he/she will be given a reasonable opportunity to demonstrate his/her capability to perform the duties of such position through review of any manual material that may be available and/or basic assistance by supervision. During such familiarization the employee shall receive the rate of pay provided in this agreement for such position.

### **SECTION 19.4. Voluntary Layoff**

Voluntary layoff will not break seniority. At the time a layoff occurs a senior employee shall be allowed to voluntarily accept layoff without suffering a break in seniority.

Such voluntary request shall be reduced to writing and signed by the employee with a copy to the Union. An employee utilizing the voluntary layoff provision referred to above will not be recalled for any work until he/she notifies the Employer in writing that he/she wishes to be recalled. Such recall shall not become effective until the employee is called for any work. Upon reporting for such work, the employee shall be reinstated on the active seniority roster for the purpose of determining their eligibility for a weekly guarantee.

Health and Welfare benefits and pension payment will not be paid by the Employer for the period of time on voluntary layoff.

Should the employee not be subject to recall for a period of five (5) years, she/he will be removed from the seniority list.

An employee on layoff status for more than six (6) months (180 days) will not be credited for a year of service in establishing weeks of vacation entitlement. The employee's original seniority date will not, however, be changed.

An employee may not exercise the voluntary layoff provision more than once each calendar year.

If any employee on voluntary layoff elects to activate a retirement pension under the Western Conference agreement their seniority will be terminated as of their retirement date unless they have the continued ability to work in accordance with the re-employment rules of the Pension Plan in a capacity the Employer is able to accommodate.

When all laid off employees are recalled, such employee must accept recall, or their seniority will be terminated.

## **ARTICLE 20 - SETTLEMENT OF DISPUTES**

**SECTION 20.1.** 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) 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 21 - SEPARABILITY AND SAVINGS**

**SECTION 21.1.** If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The Article held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be renegotiated for the purpose of an adequate replacement.

**SECTION 21.2.** In the event that any Article is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected hereby



shall enter into immediate collective bargaining negotiations, upon request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions in this contract to the contrary.

### **ARTICLE 22 - UNION LABEL**

The privilege of using the Union label shall be extended to all OPEIU 537 AFL-CIO members as long as this Agreement remains in full force and effect and so long as the Employer fulfills all of its terms and conditions.

### **ARTICLE 23 - 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 24 - TECHNOLOGICAL CHANGES**

**SECTION 24.1.** In the event the Employer determines to make any substantial technological changes to the job requirements of the employees, they will attempt to give reasonable notice of the changes to the Union and the Bargaining Unit members. If requested by the Union to meet and discuss the changes being made, the Employer will meet with the Union Representative as soon as possible. The Employer will pay and provide for any training, which will be required of the employee(s) to learn the technological changes to their job. If the Employer and Union agree that the technological changes require a wage increase, then that position will be placed up for bid by seniority.

**SECTION 24.2.** The Employer agrees to join in partnership with the Union to provide, where possible, training programs for employees to enhance their skills in the work place. With prior approval of the Employer and upon presentation of proof from a School of higher learning, the Employer will agree to reimburse the employee for the training cost on any course related to the performance of their job. The reimbursement is conditioned upon the successful completion of the course with a grade of "C" or better.

### **ARTICLE 25 - MANAGEMENT RIGHTS**

The Employer retains full and exclusive authority for the management of its operations subject to the provisions of this Agreement. The Employer shall direct his working forces at his sole prerogative including, but not limited to hiring, promotion, transfer, layoff, or discharge. The Employer shall have the right to utilize the most efficient methods or techniques, tools, or labor-saving devices. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal rights not specifically covered by this Agreement.

## **ARTICLE 26 - NON-DISCRIMINATION**

**SECTION 26.1.** The Employer shall not, and the Union shall not, discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, religion, color, age, sex, national origin, military duty, affiliation or status or disability as defined under ADA, except as otherwise provided by law.”

**SECTION 26.2.** The term “employees”, as used in this Agreement, includes both male and female employees covered by this Agreement. In addition, whenever in this Agreement the masculine gender is used, it will apply to the female gender as well.

**SECTION 26.3.** There shall be no discrimination against employees because of lawful Union membership or activities, nor shall employees be discriminated against for non-membership status.

## **ARTICLE 27 - DURATION**

This Agreement shall be in full force and effect from June 1, 2019 through May 31, 2022 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by May 31, 2022, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

### **FOR THE EMPLOYER:**

Teamsters Local 631

### **FOR THE UNION:**

OPEIU Local 537

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Tommy Blitsch  
Secretary-Treasurer

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Jacqueline K. White-Brown  
Business Manager

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Date

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

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Date

## **ARTICLE 28 - VOTE**

**SECTION 28.1.** 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 28.2.** A copy of the checkoff authorization to be used for this purpose is attached hereto as Appendix "B".

## **ARTICLE 29 – NO STRIKES OR LOCKOUTS**

**SECTION 29.1.** During the term of this Agreement, neither the Union collectively nor the employees individually, will engage in any work stoppages, picketing, sympathy strikes, or any other form of economic action.

**SECTION 29.2.** During the term of this Agreement, the Employer will not lock out any of the employees covered hereunder. Suspend no strikes or lockout Article during negotiations of wages and benefits.

**APPENDIX “A” WEEKLY PAY SCALE**

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.

Effective June 1, 2019, employees hired on or after June 1, 2019 will receive the hourly wage rate as follows:

Dispatcher/General Office Support Trainee	\$23.00
Dispatcher/General Office Support	\$24.00
Administrative Assistant	\$25.00
Office Manager/Bookkeeper	\$25.00

Effective June 1, 2019, a fifty cent (50¢) per hour wage increase for all current employees.

Effective January 1, 2020, a fifty cent (50¢) per hour wage increase for all current employees.

June 1, 2020, a one dollar and fifty cents (\$1.50) per hour wage increase for all current employees. (Amounts allotted to Pension will be determined by the bargaining unit.)

Effective June 1, 2021, a wage and pension reopener.

## **APPENDIX “B” 401(K) PLAN**

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

**APPENDIX "C" - CHECKOFF AUTHORIZATION**  
**VOICE 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 checkoff 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 DESCRIPTIONS**

### **Dispatcher/Office Support Trainee**

Work under the direction of an Office Manager/Administrative Assistant/Bookkeeper/Accountant and/or Dispatcher. Perform clerical work including but not limited to use of a computer; receptionist duties, answering phones, typing letters, typing contracts, filing, complete membership verifications, input new hiring hall applications and the introduction to Titan System, working counter, accepting and posting, and balancing dues monies from Membership/Hiring Hall. Trainee in balancing/posting dues check off. Assist dispatcher in servicing the membership by answering inquiries by telephone or in person and inputting out of work information, phone number changes, working the counter (checking dues receipts for individuals signing in, handing out dispatches, etc.). Assist the dispatcher in receiving job requests from employers and then make calls from the out of work lists to fill the labor request. Responsible for Daily Sign in and Phone Log sheets.

### **Dispatcher/General Office Support**

Responsible for receiving job requests from employers, filling the calls and providing appropriate dispatch information to the member/ hiring hall person accepting the call. Must keep the necessary records as required by law. Responsible for confidentiality of files and must be capable of interpreting Collective Bargaining Agreements (CBA)/Contracts and take proper action to fill those calls as directed by the appropriate CBA. Responsible for updating records according to the current dispatch rules and guidelines in compliance with the International Brotherhood of Teamsters Constitution and Local Bylaws; including but not limited to suspension list, membership changes, hiring hall sign in cards, hiring hall cut offs, qualification cards, and training department upgrades. Must be computer literate. Perform clerical work including but not limited to answering phones, filing, typing letters, typing contracts, completing membership verifications. Accepts/processes/balances monies taken daily at window/mail from membership/hiring hall. Inputting of new hiring hall applications. Balancing/posting dues check off.

### **Administrative Assistant**

Assist Business Agent with composing and typing routine correspondence; may be responsible for typing contracts. Must be able to answer questions from General office Support staff; assist and cover cross training to the bookkeeper as necessary. It is further understood the administrative assistant must be able to perform all the office functions and duties.

### **Office Manager/Bookkeeper**

Keep a full set of books, which includes, monthly trustee reports, journal entries, balance sheets and or profit and loss statements or any statistical reports requested by the chief financial officer. Work with an Accountant/CPA to prepare quarterly and yearly tax forms, W-2's and 1099's; make bank deposits; sort and distribute mail; oversee daily building maintenance and operation; prepare special reports or memoranda for the information of superior, act as a liaison for superior and makes decisions. Direct the work of employees in Dispatcher/Office Support Trainee and Dispatcher/Office Support.

The Union and the Employer agree to cross train one (1) employee to cover the duties of the Office Manager/Bookkeeper. The Employer shall have the exclusive right to determine if an employee is qualified to perform the work in this position. If said employee performs, that employee shall receive a pay premium of one dollar (\$1.00) per hour for actual time of work performed.

It is understood between the Union and the Employer that any work performed must be approved by the Employer prior to the work being performed.

Work currently being performed within the jurisdiction of the Union shall continue to be performed by the Union. Any work here-in after assigned to the bargaining unit shall become bargaining unit work.