



## AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

United Association of Journeymen and Apprentices of  
the Plumbing and Pipefitting Industry of the United  
States and Canada Local Union 582

July 1, 2016  
to  
June 30, 2020



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This Agreement, made and entered into at Santa Ana, California on July 13, 2016 by and between United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local Union Local Union 582, 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.** The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement; specifically, any phase of office or clerical work.

**SECTION 2.** The Union agrees to use every reasonable effort to promote the welfare of the Employer.

### **ARTICLE 2 - UNION SHOP**

**SECTION 1.** (a) 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, business agents and dispatchers not now members of the Union not qualified to become members.

(b) Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

**SECTION 2.** When a position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union giving the name of the new employee, starting date and classification.

**SECTION 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 4.** No employee shall as a condition of employment be required or permitted to campaign for any individuals who are candidates for a Union office.

**SECTION 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 6.** All money deducted or collected by the Employer shall be remitted to the Union on or before the 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 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES**

**SECTION 1.** All employees may be regarded as probationary employees for the first sixty (60) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

**SECTION 2.** At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitled to all contract benefits from date of employment.

**SECTION 3.** A temporary employee must be informed at the start of employment and may not work past two (2) months of employment except as replacement for periods of sick leave, vacation or leave of absence.

**SECTION 4.** Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee and vacation shall be figured on a pro-rata basis consistent with the time regularly employed each week.

### **ARTICLE 4 - UNION REPRESENTATION**

**SECTION 1.** The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

**SECTION 2.** The Employer shall recognize the Union steward and shall permit the steward to perform during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

## **ARTICLE 5 - SAFETY AND HEALTH**

**SECTION 1.** The Employers agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

**SECTION 2.** The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

## **ARTICLE 6 - HOURS OF EMPLOYMENT**

**SECTION 1.** The regular workday shall be between the hours of 7 a.m. and 6 p.m., except as provided in Article 7 and the employee's designated starting time shall be the time to start to work.

**SECTION 2.** The regular workweek shall be Monday through Friday. All regular full-time employees shall be assigned to a regular schedule of hours that shall be forty (40) hours. An employee who is regularly scheduled to work less than forty (40) hours per week is a "part-time regular employee" as provided in Article 3, Section 4.

**SECTION 3.** Each employee shall be entitled to an unpaid lunch period not to exceed one (1) hour. The lunch period shall be taken not more than four (4) hours after reporting to work.

**SECTION 4.** The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee, each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the workday.

## **ARTICLE 7 - WAGES**

**SECTION 1.** The Employer agrees to pay not less than the minimum hourly wage shown in Exhibit "A" of this Agreement.

**SECTION 2.** It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

**SECTION 3.** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

**SECTION 4.** All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 6 of this article. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

**SECTION 5.** When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, the Employer shall pay the regular hourly rate outlined under the appropriate classification listed on Exhibit "A".

It is further understood that when attending such meeting requiring travel time, said individual shall be allowed travel time at the regular straight time hourly rate, and if not, a regular employee shall be paid at the hourly rate set forth under their classification on Exhibit "A", provided further that should it be necessary for the employee to reside at such meeting place, the employee shall be paid in addition to the and if required to remain overnight, seventy-five dollars (\$75.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding 300 miles.

The provisions of Article 8 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

**SECTION 6.** Any temporary or regular part-time employee working four (4) hours consecutively or less shall be paid for not less than four (4) hours.

**SECTION 7.** 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.** Whenever an employee is taken from a lower classification job to a higher classification job, the employee shall be paid the higher rate for all time enjoyed in the higher classification.

**SECTION 9.** Any office employee hired who first reports to work and is not put to work shall receive one day's pay.

**SECTION 10.** 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.

**SECTION 11.** Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide the proper insurance coverage based on the minimum State requirements.

**SECTION 12.** The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

**SECTION 13.** Holidays, vacation time, and paid personal/sick leave shall be considered time worked in this Agreement for the following purposes: holidays, vacation, personal/sick leave and seniority accruals. The Employer shall also make dental, health and welfare and retirement contributions on hours paid during these periods.

## **ARTICLE 8 - OVERTIME**

**SECTION 1.** Inasmuch as overtime is detrimental to the best interests of the employee, only in case of absolute necessity shall an employee work overtime. The employees shall not work overtime unless authorized by the Employer.

**SECTION 2.** Time and one-half (1½) shall be paid in the following cases:

(a) For regular full time employees, all hours worked in excess of the employee's regularly scheduled hours of work set under Article 6, Section 2, exclusive of lunch periods.

(b) For part-time and temporary employees, for all work performed over forty (40) hours in the regular workweek (Monday - Friday), exclusive of lunch breaks.

(c) For all work performed for the first seven (7) hours on a Saturday provided the employee has worked his or her regular schedule of hours during the regular workweek. For the purposes of this subparagraph (c), holiday and vacation time taken during the regular workweek shall be considered hours worked. If an employee has worked less than his or her regularly scheduled hours, straight time shall be paid on the number of hours, up to seven (7), that the employee is missing from his or her regular schedule.

**SECTION 3.** Double (2) time shall be paid for in the following cases:

(a) For all hours worked in excess of ten (10) hours in any day, Monday through Friday;

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

(c) For all hours worked on Sunday; and

(d) Time worked on a holiday or day observed as such.

**SECTION 4.** When an employee is required to work overtime beyond 6 p.m., Monday through Friday, the employee shall be allowed a dinner period not to exceed one (1) hour; said dinner period shall be considered as overtime work in computing the first three and one-half (3½) hours' overtime, and shall be paid for at the overtime rate of pay and shall be guaranteed three and one-half (3½) hours' pay.

**SECTION 5.** In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at the double-time rate.

**SECTION 6.** When an employee is normally required to work on a meeting night (7 p.m. or after), said employee shall be guaranteed three and one-half (3½) hours' pay at the time and one-half (1½) regular hourly rate.

## **ARTICLE 9 - HOLIDAYS**

**SECTION 1.** All regular employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay in accord with the Employer's Master Labor Agreement.

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

In addition to the above holidays, one (1) floating holiday shall be granted on July 1 of each year and must be used by June 30 of each year. Request must be made with forty-eight (48) hour notice and will not be unreasonably denied.

**SECTION 2.** Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance. Any employee who worked on a holiday or day observed as such shall receive two (2) times the regular hourly rate of pay.

**SECTION 3.** A temporary employee shall be paid for a holiday after sixty (60) days of employment, if the employee has worked the day preceding and the day following the holiday.

**SECTION 4.** A regular part-time employee shall be entitled to a paid holiday if the holiday falls on the day of the week that the employee is regularly assigned to work. Such holiday pay shall be the number of hours that the employee regularly works on that day.

## **ARTICLE 10 - PERSONAL LEAVE**

**SECTION 1.** Effective July 1, 2012, all regular full-time and part-time employees shall be granted nine (9) paid personal leave days, and for all newly hired employees, upon the completion of their probationary period, the appropriate number of days prorated to the upcoming June 30. Each July 1<sup>st</sup> each employee shall be granted nine (9) new paid personal leave days. The payment of personal leave shall be prorated for regular part-time employees based upon the average hours worked per day. There shall be no payout of unused personal leave.

For employees hired prior to July 1, 2012, personal leave days not used during the contract year (July 1 - June 30) shall be paid to each employee at the rate of fifty percent (50%) of the employee's hourly rate.



**SECTION 2.** Whenever practicable, the employee shall provide the Employer forty-eight (48) hours notice of the intent to use a personal leave day.

**SECTION 3.** Personal leave shall be converted into cash time with the Employer paying personal leave and/or when the employee becomes eligible for Unemployment Compensation Disability benefits (UCD) or Worker's Compensation benefits, the Employer shall pay the employee at the rate, the difference between the amount received by the employee from UCD or Worker's Compensation and the amount the employee should have received had the employee been fully employed. Such payments shall be continued by the Employer until all personal leave money accumulated and due the employee has been paid to the employee.

**ARTICLE 11 - VACATIONS**

**SECTION 1.** Each regular full-time and part-time employee shall be entitled to paid vacations according to the following schedule:

One (1) Year	One (1) Week
Two (2) Years	Two (2) Weeks
Five (5) Years	Three (3) Weeks
Fifteen (15) Years	Four (4) Weeks

**SECTION 2.** If circumstances prevent an employee from taking a vacation in a given year, all earned, but unused vacation shall be paid to the employee on June 30, unless the Employer and employee agree to carry over the vacation accrual.

**SECTION 3.** Vacations shall be scheduled on dates mutually agreed upon between the Employer and employee. In the event of scheduling conflicts, the employee with the greater seniority shall be given first preference.

**SECTION 4.** Regular part-time employees shall be entitled to vacation on a pro-rata basis.

**SECTION 5.** If requested, employees shall receive their vacation pay prior to the start of their vacation.

**SECTION 6.** In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. Likewise, in the case of death, all accumulated vacation credits shall be paid to the employee's estate.

## **ARTICLE 12 - LEAVE OF ABSENCE**

**SECTION 1.** (a) Upon mutual agreement in writing, leave of absence may be granted, and in the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be in writing with a copy to be retained by the employee, a copy to be submitted to the Union, and a copy to be retained by the Employer.

(b) An employee shall be granted an extended leave of absence without pay not to exceed six (6) months beyond accumulation of paid sick leave during periods covered by State Disability or Workers' Compensation. Further, by mutual agreement, the leave of absence may be extended beyond the six (6) month period. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

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

**SECTION 2.** In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, step-child, adopted child, mother-in-law, father-in-law, grandparents and grandchildren) an employee shall be granted three (3) days paid leave of absence.

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

**SECTION 3.** By mutual agreement the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

**SECTION 4.** Because we believe in good citizenship and jury duty is a vital part of that citizenship, 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.

## **ARTICLE 13 - PROGRESSIVE DISCIPLINE/DISCHARGE**

**SECTION 1.** The Employer shall not discontinue the services of any employee except for just and sufficient cause, and shall not discriminate against employees because of their Union activities.

**SECTION 2.** The Employer shall advise the employee in writing of the discharge and the reasons thereof.

**SECTION 3.** The Union shall have the right to question the propriety of any action on the part of the Employer that results in the dismissal or discipline of any employee as herein provided in the grievance procedure including arbitration.

**SECTION 4.** An arbitrator that is selected to hear a discharge or discipline grievance shall have the authority to order an appropriate remedy, if a violation is found, This may include ordering reinstatement with full back wages and benefits, imposing a less severe level of discipline, or ordering reinstatement without back wages and benefits. Where back wages are ordered, the amount of back wages shall be reduced by any EDD benefits and/or employment related income earned during the back pay period and/or may be reduced by a failure to mitigate damages.

**SECTION 5.** The following progressive discipline procedure shall apply in those circumstances where an employee's conduct or performance is appropriately disciplined through progressive steps. Nothing herein shall limit the Employer from imposing more severe discipline or from immediately terminating an employee where gross or severe misconduct justifies such action.

First Offense	Verbal Warning
Second Offense	Written Warning
Third Offense	Final Written Warning or Suspension
Fourth Offense	Termination with Accompanying Termination Notice

(a) Copies of all written warnings shall be mailed to the Union.

(b) Employees shall acknowledge receipt of written warnings by signing on the appropriate line. Acknowledgment of receipt does not constitute an agreement by the employee to the discipline.

(c) Warnings shall be removed from the employee's personnel file after twelve (12) months provided that no related discipline has been issued within that same twelve (12) month period.

## **ARTICLE 14 - SEVERANCE PAY**

**SECTION 1.** If the Employer discontinues the services of a regular employee, said employee shall be given two (2) weeks' written notice immediately prior to the date of termination, or two (2) weeks' pay in lieu of such notice.

**SECTION 2.** All unpaid vacation allowances shall be paid to the employee upon date of termination.

**SECTION 3.** An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

**SECTION 4.** Employees terminated for just and sufficient cause shall forfeit the two (2) weeks' severance pay outlined in this Article of the Agreement.

## **ARTICLE 15 - SENIORITY**

**SECTION 1.** The Employer shall have the sole discretion to determine the employment status of an employee with regards to layoffs, recalls from layoffs, demotions, transfers, and classifications or reclassification of employees. In making such decisions, the Employer may consider productivity, attendance, attitude, years of service and suitability and fitness for the work assignment, in the Employer's sole discretion.

**SECTION 2.** Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure.
- (c) If an employee who has been laid off fails to report within three working days after being notified to report and does not give a satisfactory reason.

**SECTION 3.** When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned twelve (12) consecutive month period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

## **ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES**

**SECTION 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 submitted in writing to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

(b) If no agreement can be reached on the grievance within ten (10) working days from the date it is first submitted to the Employer, the Union shall arrange, at no cost to either party, for a mediation session through, the Federal Mediation and Conciliation Service.

(c) If no agreement can be reached through mediation, the Union shall, within ten (10) working days, serve written notice on the Employer of its intent to arbitrate.

(d) The arbitrator shall be selected from an odd-numbered list on a panel to be submitted by 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 twenty (20) 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 17 - VALIDITY OF AGREEMENT**

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

#### **ARTICLE 18 - UNION LABEL**

The privilege of using the Union label shall be extended to all OPEIU 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 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, this card is to be the property of the Union.

## **ARTICLE 20 - TECHNOLOGICAL CHANGES**

**SECTION 1.** In the event of proposed technological changes, such as the introduction of equipment, computers or other automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

**SECTION 2.** Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees within the Collective Bargaining Unit.

**SECTION 3.** In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to work together with the Union to provide, where possible, training programs for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new position before any persons outside the bargaining unit are hired to fill the resultant jobs.

## **ARTICLE 21 - RULES AND REGULATIONS**

The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Employer shall maintain an office bulletin board and furnish the Union with a written or printed copy of all such rules and regulations, and all changes therein. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

## **ARTICLE 22 - VOTE**

**SECTION 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 2.** A copy of the check-off authorization to be used for this purpose is attached hereto as Exhibit "D".

## **ARTICLE 23 - DURATION**

This Agreement shall be in full force and effect from July 1, 2016 through June 30, 2020, and shall be renewed from year to year thereafter if neither party to the Agreement gives ninety (90) 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 June 30, 2020, 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:**

U.A. Local #582-Plumbers and Pipefitters

**FOR THE UNION:**

OPEIU Local 537

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Anthony Novello  
Business Manager

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Lynnette T. Howard  
Business Representative

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Date

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Date

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

## **EXHIBIT "A" – WAGES**

It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

The following represent minimum wages for the respective classifications:

Grade	Job Title	Wages (Hourly)
1	General Office Clerk	\$15.00
2	Secretary	\$18.00
3	Administrative Assistant Office Manager	\$21.00

The office manager position is not to be construed as applying to a one-employee office. The office manager position shall be designated at the discretion of the Employer.

Effective July 1, 2016, a one dollar (\$1.00), wage increase for all current employees.

Effective July 1, 2017, a one dollar (\$1.00), wage increase for all current employees.

Effective July 1, 2018, a one dollar (\$1.00), wage increase for all current employees.

Effective July 1, 2019, a wage and pension reopener.



## **JOB DESCRIPTIONS**

### **General Office Clerk**

Works under the direction of the Administrative Assistant/Office Manager, and performs clerical work which requires the use of a computer. In addition, may act as a Receptionist and sort and distribute mail.

### **Secretary**

Under direct supervision of a Business Manager and is responsible for confidential files. Composes and types routine correspondences; locates information from files and relieves Business Manager of routine clerical functions and makes minor decisions for a Business Manager. May be responsible for typing contracts, maintains and prepares reports for set-ups and layout on leaflets. Assist in admitting new members. Organize meetings and events and other duties in accordance with job responsibilities.

### **Administrative Assistant**

Process payroll and accounts payable using QuickBooks software. Process payroll taxes, monthly contribution reports and prepare audit documentation. In charge of renting hall. Process member applications, union dues, travel dues, process burial donation benefits and class enrollment. Submission of continuity for certifications. Assist with dispatch orders as requested by Business Manager. Assist Office Manager with apprenticeship, track list for apprenticeship program. Process State DAS forms for new apprentices and enter in Federal Rapids program. Act as a notary for members. Must be capable of performing duties of Grades 1 and 2.

### **Office Manager**

Must have worked at least two (2) years in a Union office, works directly under the Business Manager and/or designee; correlates the work of the Business Manager in order to alleviate the workload; prepare special reports or memoranda for the information of Business Manager. Update yearly classifications to comply with wage increase and dues tiers. Prepare membership eligibility, process monthly membership charges/debits and delinquency reinstatements. Prepare reports for International Union. Update membership out of work reports, enrollment and advancement of Apprentices. Reports to Federal, State and Department of Industrial Relations. Prepare information for Quarterly JAC meeting minutes. Other duties in accordance with job responsibilities.

## **EXHIBIT "B" - HEALTH & WELFARE AND DENTAL**

**SECTION 1.** The Employer has agreed to pay any Health and Welfare increases, determined by OPEIU Locals 30/537 Trust Fund, to insure the maintenance of benefits for the duration of the Agreement on behalf of each regular full-time and regular part-time employee, working twenty-one (21) hours or more per week, for the maintenance of benefits.

**SECTION 2.** Eligibility of the employee is to be determined by the members of the Trust Fund Committee acting in accordance with the terms and provisions of the instruments of trust in effect at any given time. The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the Agreements of Trust, including any modifications or amendments thereto.

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

## **EXHIBIT "C" - PENSION - RETIREMENT FUND**

**SECTION 1.** Effective July 1, 2016, the sum of two dollars and thirty cents (\$2.30) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full-time and regular part-time employee. *[This amount includes an allocation of thirteen cents (13¢) of the employees' wages]*

Effective July 1, 2017, the sum of two dollars and eighty cents (\$2.80) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full-time and regular part-time employee. *[This amount includes an allocation of thirteen cents (13¢) of the employees' wages]*

Effective July 1, 2018, the sum of three dollars and thirty cents (\$3.30) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full-time and regular part-time employee. *[This amount includes an allocation of thirteen cents (13¢) of the employees' wages]*

Effective July 1, 2019, a wage and pension reopener.

**SECTION 2.** The Employer agrees to pay the percentage equivalent of the UA Officers into the UA Local Union Officers & Employees' Pension Fund on behalf of all full-time and part-time employees.

**SECTION 3.** Effective July 1, 2016, the Employer agrees to pay one dollar and ninety-five cents (\$1.95) per hour into the SCPTAC National Pension Fund, on behalf of all full-time and part-time employees.

**SECTION 4.** Such payments shall be made for employees on paid vacations, holidays or personal leave.

**SECTION 5.** The Employer and the Union by executing this Agreement agree to be bound by all of the provisions of the Agreement of Trust dated the 1st day of January 1962, including any modifications or amendments thereto.

**SECTION 6.** It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours in a twelve (12) month period and who have attained the age of twenty-one (21) years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

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

**EXHIBIT "D" -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 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