



AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

Southern California Pipe Trades District Council #16

January 1, 2019  
to  
December 31, 2022



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## **AGREEMENT**

This Agreement made and entered into at Los Angeles, California, on December 21, 2018, by and between the Southern California Pipe Trades District Council No. 16, hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

## **WITNESSETH**

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

### **ARTICLE 1 - RECOGNITION**

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

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

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

**SECTION 2.1.** (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 2.2.** When the Employer is filling a regular permanent position, applicants who are referred by the Union shall be considered for the position on the same basis as applicants referred through other sources. It is understood and acknowledged that the decision to hire is solely within the Employer's discretion, and no grievance shall be filed against the Employer with respect to a hiring decision.

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

**SECTION 2.4.** No employee shall as a condition of employment be required or permitted to participate in any internal Union political action of their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for a Union office.

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

**SECTION 2.6.** All money deducted or collected by the Employer shall be remitted to the Union on or before the twentieth (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**

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

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

**SECTION 4.1.** All employees may be regarded as probationary employees for the first one hundred eighty (180) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.

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

**SECTION 4.3.** The Employer at its sole discretion may employ temporary employees through a temporary agency to replace regular employees while on leave and to supplement the regular work force when a business need arises requiring additional clerical staffing. Temporary employees shall not be employed to replace the current work force of two (2) clerical positions. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

**SECTION 4.4.** Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee and vacation shall be figured on a pro-rata basis consistent with the time regularly employed each week.

## **ARTICLE 5 - UNION REPRESENTATION**

**SECTION 5.1.** The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

**SECTION 5.2.** The Employer shall recognize the Union steward and shall permit the steward to perform during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

## **ARTICLE 6 - SAFETY AND HEALTH**

**SECTION 6.1.** The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

**SECTION 6.2.** The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

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

**SECTION 7.1.** The regular workday shall be between the hours of 7 a.m. and 6 p.m., except as provided in Article 9, and the employee's designated starting time shall be the time to start to work.

**SECTION 7.2.** The regular workweek shall be Monday through Friday. All regular full-time employees shall be assigned to a regular schedule of hours that shall be between thirty-five (35) and forty (40) hours. The Employer may change an employee's regular schedule of hours upon giving the employee fourteen (14) days' written notice of the change.

An employee who is regularly scheduled to work less than thirty-five (35) hours per week is a "part-time regular employee" as provided in Article 4, Section 4.4.

**SECTION 7.3.** 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 five (5) hours after reporting to work.

**SECTION 7.4.** 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.

**SECTION 7.5.** An alternate four (4) day workweek may be scheduled upon agreement of the Employer and the Union.

(a) The hours of work and overtime provisions shall be agreed upon by the Employer and Union at the time the four (4) day workweeks are scheduled.

(b) The scheduling of days within the workweek shall be by seniority.

## **ARTICLE 8 - WAGES**

**SECTION 8.1.** The Employer agrees to pay not less than the minimum hourly wage shown in Exhibit "A" of this Agreement. Nothing herein shall limit an employee from receiving above the minimum scale, be granted an increase in pay before the period specified in the Agreement or be advanced or promoted in the service of the Employer.

**SECTION 8.2.** In the event the Employer determines it is necessary to reduce the pay of any employee(s) to the minimum scale and/or reduce an employee's regular schedule of hours, the employer shall provide the Union with reasonable advance notice of the intended action and the parties shall meet to discuss the intended action and its impact on the affected employee(s), and any alternatives.

**SECTION 8.3.** Any employee regularly assigned work in more than one classification shall be paid at the highest classification rate provided more than fifty percent (50%) of the work is covered by the highest classification. Otherwise, the employee shall be paid at the assigned classification rate.

**SECTION 8.4.** All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 6 of this Article. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

**SECTION 8.5.** When the Employer requires work covered under the jurisdiction 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 meetings requiring travel time, said individual shall be allowed travel time at the regular straight time hourly rate, and if not, a regular employee shall be paid at the hourly rate set forth under their classification on Exhibit "A", provided further that should it be necessary for the employee to reside at such meeting place, the employee shall be paid in addition to the above-mentioned wages and travel time, round-trip coach air fare; and if required to remain overnight, fifty dollars (\$50.00) per diem and hotel accommodations.

If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding three hundred (300) miles. The provisions of Article 9 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

**SECTION 8.6.** Any temporary or regular part-time employee working three and one-half (3½) hours consecutively or less shall be paid for not less than three and one-half (3½) hours.

**SECTION 8.7.** Any applicant for employment who has previously worked in a Southern California U.A. Local Union office, for a period of two (2) or more years in a comparable classification, or four (4) or more years in a general office classification, shall receive as a starting wage the rate established in Exhibit "A." The parties and the applicant may waive this provision in appropriate circumstances.

**SECTION 8.8.** A designated weekly payday shall be established in all offices and not more than three (3) days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

**SECTION 8.9.** Whenever an employee is taken from a lower classification job to a higher classification job, the employee shall be paid the higher rate for all time employed in the higher classification.

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

**SECTION 8.11.** Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than three and one-half (3½) hours' pay.

**SECTION 8.12.** Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment. The Employer shall provide the proper insurance coverage based on the minimum State requirements.

**SECTION 8.13.** The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

**SECTION 8.14.** Holidays, 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 9 - OVERTIME**

**SECTION 9.1.** Employees shall not work overtime unless authorized by the Employer.

**SECTION 9.2.** Time and one-half (1½) shall be paid in the following cases:

(a) For regular full-time employees, all hours worked in excess of the employee's regularly scheduled hours of work set under Article 7, Section 7.2, 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 9.3.** Double (2) time shall be paid for in the following cases:

- (a) For all hours worked in excess of ten and one-half (10½) 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 as a Holiday or observed as such.

**SECTION 9.4.** 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 9.5.** 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 9.6.** 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 10 - HOLIDAYS**

**SECTION 10.1.** All regular full-time and part-time employees coming under the jurisdiction of this Agreement shall be entitled to the following holidays with pay:

New Year's Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Memorial Day	Last Working Day preceding Christmas Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veterans' Day	

If any of these holidays fall on a Saturday or Sunday, the Employer shall schedule the holiday on the preceding Friday or succeeding Monday.

**SECTION 10.2.** Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such shall receive two (2) times the regular hourly rate of pay.

**SECTION 10.3.** In the event, any of the holidays enumerated in this Article, Section 10.1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.



**SECTION 10.4.** 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 11 - PERSONAL LEAVE**

**SECTION 11.1.** All regular full-time and part-time employees shall be granted eight (8) 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 December. Personal leave days not used during the contract year (January – December) shall be forfeited. Each January 1<sup>st</sup> each employee shall be granted eight (8) 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.

**SECTION 11.2.** Employees with five (5) or more years of service shall be granted fifteen (15) days' sick leave to only be used in cases of a prolonged and serious illness. These sick days may only be taken in cases where the absence exceeds five (5) working days. Upon request, the employee must provide a doctor's note certifying the illness. Every fifth (5<sup>th</sup>) year following eligibility for the fifteen (15) day sick leave, the employee's sick leave shall be replenished up to the fifteen (15) day limit. There shall be no payout for unused sick leave used under this Section.

**SECTION 11.3.** Sick or injury leave shall be converted into cash time with the Employer paying sick leave when the employee becomes eligible for Unemployment Compensation Disability benefits (UCD) or Workers' Compensation benefits. The Employer shall pay the employee the difference between the amount received by the employee from UCD or Workers' Compensation and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the employee has been paid to the employee.

**ARTICLE 12 - VACATIONS**

**SECTION 12.1.** Each regular full-time and part-time employee shall be entitled to paid vacations according to the following schedule:

1 year of employment	2 weeks' vacation
5 years of employment	3 weeks' vacation

**SECTION 12.2.** If circumstances prevent an employee from taking a vacation in a given year, all earned, but unused vacation shall be paid to the employee at the end of the year.

**SECTION 12.3.** 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 12.4.** Regular part-time employees shall be entitled to vacation on a pro-rata basis.

**SECTION 12.5.** If requested, employees shall receive their vacation pay prior to the start of their vacation.

**SECTION 12.6.** 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.

**SECTION 12.7.** On the employee's anniversary date, the employer shall provide the employee with a written accounting of any remaining vacation time. If there is an agreement to carry over the vacation time, the employee and the employer shall note it on the accounting.

### **ARTICLE 13 - LEAVE OF ABSENCE**

**SECTION 13.1.** (a) Upon mutual agreement in writing, leave of absence may be granted, and in the event, such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be signed in triplicate form with a copy to be 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 employees replaced.

**SECTION 13.2.** In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, step-child, adopted child, mother-in-law, father-in-law, grandparents and grandchildren) an employee shall be granted a leave of absence with pay of three (3) days. Upon the request of the employee, an additional two (2) days unpaid leave will be granted. If the employee has unused personal leave or vacation days, then these days may be used for the two (2) additional days.

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

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

**SECTION 13.5.** Jury Duty - The employee shall be paid one hundred percent (100%) at their current rate of pay for those hours for which absent from work during the regular workweek up to a maximum of one (1) working days per summons. The employee will submit verification to the Employer for all hours and/or days spent on jury service.

## **ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE**

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

**SECTION 14.2.** The Employer shall advise the employee in writing of the discharge and the reasons thereof.

**SECTION 14.3.** The Union shall have the right to question the propriety of any action on the part of the Employer that results in the dismissal or discipline of any employee as herein provided in the grievance procedure including arbitration.

**SECTION 14.4.** 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 a 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 14.5.** 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 justify such action.

First Offense	Verbal warning (memorialized in writing)
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 15 - SEVERANCE PAY**

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

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

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

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

### **ARTICLE 16 - SENIORITY**

**SECTION 16.1.** In all cases involving promotions, transfers, layoffs, and recalls, seniority, based on continuous service with the Employer, shall prevail provided efficiency and ability are equal.

**SECTION 16.2.** Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) If an employee who has been laid off fails to report within three (3) working days after being notified to report and does not give a satisfactory reason.

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

**SECTION 16.4.** In the event of layoff, the Employer will meet with the Union to discuss work sharing and workload reductions. In the event an employee's job is eliminated, the employee will be entitled to bumping rights to an equal or lower classification, according to seniority. An employee who exercises such rights will retain his/her seniority and will be paid the rate applicable to the new classification. Any employee who, at the time of layoff, does not exercise his/her bumping rights shall forfeit his/her recall rights to any of the classifications into which he/she could have bumped, but shall retain recall rights to the laid off classification.

**ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES**

**SECTION 17.1.** Any disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

(a) The grievance must be presented to the Employer within ten (10) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.

(b) If no agreement can be reached on the grievance within ten (10) working days from the date it is first presented to the Employer, the Union shall arrange, at no cost to either party, for a mediation session through, either the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service. In the event that a session cannot be scheduled within ten (10) working days the grievance shall be automatically referred to the next step.

(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 the following:

Sara Adler	Kenneth Perea
Christopher Ruiz Cameron	Guy Prihar
Walter Daugherty	Mike Prihar
Juan Carlos Gonzalez	Jan Stiglitz
Fred Horowitz	Lou Zigman
Jon Monat	

Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated from the list by the moving party and the arbitrator shall proceed ex parte.

In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision within ten (10) working days following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

**ARTICLE 18 - VALIDITY OF AGREEMENT**

Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a Court of competent jurisdiction, such invalidation of such portion of this

Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

### **ARTICLE 19 - UNION LABEL**

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

**OPEIU#537 AFL-CIO, CLC**

### **ARTICLE 20 - UNION OFFICE CARD**

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office & Professional Employees International Union, Local 537, AFL-CIO, CLC and under agreement with the Union, this card is to be the property of the Union.

### **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 22.1.** 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 22.2.** A copy of the check-off authorization to be used for this purpose is attached hereto as Exhibit "D".

### **ARTICLE 23-NON-DISCRIMINATION**

The parties affirm their commitment to a policy of non-discrimination and fair employment and shall not engage in unlawful discrimination on the basis of sex, race, color, creed, national origin, age, marital status, and physical handicap or any other form of discrimination recognized in law.

The parties recognize that any employee or applicant for employment who has been discriminated against has adequate remedies at law and agree that arbitrators have no

jurisdiction in this area. Thus, any alleged violation of this Article shall not be subject to the provisions of Article 17 - Grievance and Settlement of Disputes. Nothing herein shall preclude the parties and the complainant employee from agreeing to meet concerning any alleged discrimination or from entering into a settlement agreement with appropriate waivers. It is understood that nothing herein shall preclude or otherwise limit the Union from raising "disparate treatment" in any just cause arbitration over discipline or a termination.

**ARTICLE 24 - DURATION**

This Agreement shall be in full force and effect on and after January 1, 2019, to and including December 31, 2022; and shall be renewed from year to year unless the Union or Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement. If agreement upon such amendments or modifications is not reached before December 31, 2022, this Agreement automatically terminates unless prior to that date the parties in writing have agreed to extend this Agreement for a specified period of time.

**FOR THE EMPLOYER:**  
Southern California Pipe Trades  
District Council No. 16

**FOR THE UNION:**  
OPEIU Local 537

Signatures on File

\_\_\_\_\_  
Mike Layton  
Business Manager

\_\_\_\_\_  
Lynnette T. Howard  
Business Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

## EXHIBIT "A" - WAGES

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

<b>Classification</b>	<b>Starting</b>
General Office Support Receptionist	\$19.00
Assistant Social Media & Research Analyst	\$22.00
Administrative Assistant Bookkeeper	\$25.00

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

Effective January 1, 2020, a one dollar and fifty cents (\$1.50) per hour wage increase for all current employees. *[Amounts allocated to Health & Welfare will be determined by the Union and the bargaining unit.]*

Effective January 1, 2021, a one dollar and fifty cents (\$1.50) per hour wage increase for all current employees. *[Amounts allocated to Health & Welfare will be determined by the Union and the bargaining unit.]*

Effective January 1, 2022, a one dollar and fifty cents (\$1.50) per hour wage increase for all current employees. *[Amounts allocated to Health & Welfare will be determined by the Union and the bargaining unit.]*



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

**SECTION B.1** Effective January 1, 2018, the Employer shall pay into the Office and Professional Employees International Union, Local 30/537 Health and Welfare and Dental Fund the sum of one thousand two hundred and seventy-five dollars (\$1,275.00) per month to insure the maintenance of benefits, on behalf of all regular full-time and regular part-time employees, working twenty (20) hours or more per week, after sixty (60) days of employment, coming under the jurisdiction of this Agreement. This is in accordance with ACA to ensure the employee has medical coverage on the ninety-first (91<sup>st</sup>) day of employment. It is expressly understood and agreed that the contribution rates herein do not include employee co-payments.

**SECTION B.2** Eligibility of the employee is to be determined in accordance with the terms and provisions of the Plan established by the Office & Professional Employees International Union Locals 30/537 Health and Welfare Trust.

The Employer further agrees that upon receipt of an authorization from an employee, the Employer will deduct such amount from the employee's wages so as to provide coverage for the dependents of such employee. The amount of such deduction will be determined by action of the Trust's Board of Trustees.

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

**SECTION B.3.** Should the Employer have a plan equal or superior to that of the Union, they may provide coverage for their employees under that plan, upon approval of the Union.

## **EXHIBIT “C” - PENSION - RETIREMENT FUND**

**SECTION C.1.** Effective October 1, 1999 and throughout the term of this Agreement, the Employer shall make contributions to the United Association Full-Time Salaried Office and Employees of Local Unions, District Councils, State and Provincial Associations Pension Plan for employees in accordance with the rules and regulations of that pension plan.

**SECTION C.2.** The Employer and Union by executing this Agreement agree to be bound by all of the provisions of the Agreement and Declaration of Trust dated December 28, 1966, including any amendments or modifications thereto as adopted by the Trustees.

**SECTION C.3.** It is specifically agreed that disputes or claims arising under this pension plan including, but not limited to, contributions obligations, benefits, eligibility, or Plan rules shall not be subject to grievance and arbitration under this Agreement. All such disputes and claims shall be subject to the dispute resolution mechanisms provided under the Plan’s rules and regulations.

**EXHIBIT "D" - 401(K) PLAN**

The Employer agrees to allow the employees to make voluntary contributions into the OPEIU International's 401(K) Plan. If employees are interested in participating in this Plan, they can call 800-346-7348 for further information.

**EXHIBIT "E" - 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

## **JOB DESCRIPTIONS**

### **ADMINISTRATIVE ASSISTANT**

Arrange travel arrangements, review emails, maintain calendars, maintain records of agreements between local unions, DC 16 and Employers. Assist with clerical duties as assigned. Type monthly expense report. Compose letters. Direct mail and telephone calls.

### **ASSISTANT SOCIAL MEDIA AND RESEARCH ANALYST**

Maintain District Council 16 and Local Union websites. Collect, compile, maintain up to date data and program information for data entry into computer system. Generate program reports; verify registration, conduct fact checks. Run and maintain media platforms (Facebook and Twitter). Respond to inquiries sent on social media. Create spreadsheets, calendars to organize events sponsored by Employer.

### **BOOKKEEPER**

Maintains set(s) of books for recording financial transactions. This includes cash receipts and disbursements, payroll, journal entries including trial balance, profit and loss statements. Responsible for required tax forms, per capita report, dues checkoff, 401k contributions, and CD investments. Manage Organizers and Officers expense accounts and annual conference stipends. Maintain PAC accounts. Reconcile accounts PACE, Federal PAC accounts. Compute and pay pension employee benefit contributions.

### **GENERAL OFFICE SUPPORT/RECEPTIONIST**

Performs clerical work which may require the use of a computer, general office equipment. Assists visitors and members. Accepts and processes courier deliveries and maintains reception/lobby area. Duties also include, but are not limited to, assisting in phone calls, sorting and distribute mail.