

# **AGREEMENT**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 30, AFL-CIO**

**And**

**I.B.E.W. LOCAL #569**

**AUGUST 1, 2021 TO JULY 31, 2024**



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PG</u>
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - UNION SHOP .....	1
ARTICLE 3 - SCOPE OF WORK .....	2
ARTICLE 4 - MANAGEMENT .....	2
ARTICLE 5 - WORKING HOURS AND OVERTIME.....	3
ARTICLE 6 - WORKING CONDITIONS .....	4
ARTICLE 7 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES .....	5
ARTICLE 8 - VACATIONS .....	5
ARTICLE 9 - SICK LEAVE, MATERNITY LEAVE, BEREAVEMENT LEAVE, LEAVE OF ABSENCE, UNION ACTIVITIES .....	6
ARTICLE 10 - HOLIDAYS.....	8
ARTICLE 11 - SEVERANCE PAY - DISCHARGE.....	9
ARTICLE 12 - SENIORITY.....	9
ARTICLE 13 – PROGRESSIVE DISCIPLINE/DISCHARGE.....	9
ARTICLE 14 - SETTLEMENT OF DISPUTES .....	10
ARTICLE 15 - HEALTH AND WELFARE PLAN .....	11
ARTICLE 16 - PENSION.....	11
ARTICLE 17 - SUBCONTRACTING.....	11
ARTICLE 18 - CONTRACT MAINTENANCE.....	12
ARTICLE 19 - UNION LABEL .....	12
ARTICLE 20 - SAVINGS CLAUSE.....	13
ARTICLE 21 – VOTE .....	13
ARTICLE 22 - TERM.....	13
EXHIBIT "A" – WAGES .....	14
EXHIBIT "B" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE).....	16
JOB CLASSIFICATIONS .....	17
JOB CLASSIFICATIONS AND SALARY GRADE.....	19

## **AGREEMENT**

This Agreement entered into, at San Diego, California, on August 10, 2021, by and between the International Brotherhood of Electrical Workers, Local 569, 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**

In the interest of harmony, efficiency and uniformity, it is mutually agreed by and between the parties hereto as follows:

### **ARTICLE 1 - RECOGNITION**

**Section 1.1.** The Employer shall recognize the Union, for the purpose of collective bargaining, with respect to hours, wages and other terms and conditions of employment, as the sole and exclusive bargaining agent for all employees, performing work within the job classifications covered by this Agreement.

**Section 1.2.** The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer, and to promote and encourage harmonious relations between the Union and the Employer.

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

**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 effective date of this Agreement, shall remain members in good standing. Those who are not members on the effective date of this Agreement shall immediately after the 31<sup>st</sup> day following the effective date of this Agreement, become and remain members in good standing in the Union.

**Section 2.2.** It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the 31<sup>st</sup> day, following the beginning of such employment become and remain members in good standing in the Union.

A. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of an Initiation Fee and Regular Monthly Dues, and any other fees required by the Union's By-Laws.

B. Employees, who do not comply with the provisions of this Section, shall be discharged by the Employer upon request of the Union.

**Section 2.3.** The Union shall maintain an open and non-discriminatory list of employees available, and shall not discriminate in matters of referrals because of age, sex, race, color, creed, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964, and the California Fair Employment Practices Act.

**Section 2.4.** The Employer shall contact the Union, when new or additional employees are needed.

**Section 2.5.** The Employer shall notify the Union in writing within forty-eight (48) hours after a new employee is put to work, giving his/her name, address, Social Security Number, classification, rate of pay and the date of hire.

**Section 2.6.** There shall be no discrimination by the Employer, in hiring, promotion, severance or Union membership because of age, sex, race, creed, color, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964, and the California Fair Employment Practices Act.

### **ARTICLE 3 - SCOPE OF WORK**

**Section 3.1.** The Union claims as its work jurisdiction all support services normally associated with the productive professional and effective operation of an office. This includes, but is not limited to, all the work defined in the attached job descriptions and also is inclusive, but not limited to, computers, typewriters, copy and facsimile machines, addressing and labeling machines, telephone, 10-key and calculator equipment.

**Section 3.2.** The Business Manager, Assistant Business Agents and/or Organizers may perform work normally described above as long as it does not displace any of the OPEIU employees and if the OPEIU employees are unavailable or to perform the duties during regular working hours.

**Section 3.3.** All work produced by the OPEIU Local 537 bargaining unit for distribution outside of the office of the Employer will have the OPEIU 537 Union Label as required per Article 18, Union Label.

### **ARTICLE 4 - MANAGEMENT**

**Section 4.1.** The right to hire, promote, transfer or discharge, to maintain efficiency of the employees and to determine work schedules are management prerogatives, except that any grievance arising out of promotion, transfer or discharge shall be adjusted through the Settlement of Disputes set forth in Article 13.

**Section 4.2.** The Employer retains the exclusive right to determine the competence and qualifications of the applicants who are referred and shall be free to select the applicant of his/her choice.

**Section 4.3.** The Employer, upon hiring each employee, shall make known to him/her the duties they are expected to perform, and from whom they are to receive their instructions as to policy and procedure for the establishment. In no event shall any employee be accountable to more than one (1) supervisor or his/her designated representative.

**Section 4.4.** In the event of change in administration, the Employer has the sole selectivity of his/her office manager and/or private secretary. However, every effort shall be made by the Employer, to retain any employee so displaced in comparable employment.

## **ARTICLE 5 - WORKING HOURS AND OVERTIME**

**Section 5.1.** The regular workday shall consist of eight (8) consecutive hours, exclusive of lunch period, between 7:00 a.m. and 6:00 p.m., Monday through Friday.

**Section 5.2.** Any work performed in excess of the regular workday or the regular workweek shall be considered as overtime and shall be paid at the one and one-half (1½) time rate except as provided in the sub-sections of this Section.

A. Work performed on Sundays, shall be paid for at two (2) times the regular hourly rate.

B. Any time worked on Holidays, hereinafter defined, shall be paid for at two (2) times the regular hourly rate, in addition to straight time allowed.

C. For all overtime hours worked in excess of three (3) hours in any one (1) day, Monday through Friday, inclusive, double (2) time will be paid.

D. When an employee is required to work overtime beyond 6:00 p.m., Monday through Friday, inclusive, the employee shall be allowed a dinner period not to exceed one (1) hour. Said dinner period shall be considered as overtime worked and be paid accordingly.

E. Employees called back, after their normal working hours have ended, shall be guaranteed a minimum of not less than two (2) hours pay, at the double (2) time rate.

F. Compensatory time shall be used at the applicable overtime rate.

**Section 5.3.** Only authorized time shall be compensated.

**Section 5.4.** The lunch period shall be one (1) hour each day, between the hours of 11:00 a.m. and 2:30 p.m.

**Section 5.5.** All employees shall receive a mid-morning and a mid-afternoon rest period of fifteen (15) minutes each.

**Section 5.6.** All time paid in accordance with this Agreement, shall be considered as the worked for the purpose of Pension, Health and Welfare and Seniority, with the exception of annual sick leave payoff, vacation payoff and severance pay.

## **ARTICLE 6 - WORKING CONDITIONS**

**Section 6.1.** Minimum wages and classifications shall be shown in Exhibit "A" attached hereto and hereby made a part of this Agreement.

**Section 6.2.** Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

**Section 6.3.** It is understood and agreed that no employee coming under the jurisdiction of Local Union 537, already in the employ of the Employer, shall suffer any reduction in wages and/or conditions as a result of the signing of this Agreement.

**Section 6.4.** It is agreed that all employees shall be paid weekly, unless the Employer elects to pay no less frequently than semi-monthly.

**Section 6.5.** It is understood and agreed that in the event of the creation of a job classification or type of work not herein provided for, the Employer and the Union, shall meet and negotiate the rate of compensation and other conditions of employment, not overlooking the provisions contained in Article 7 - Technological Changes and Promotional Opportunities.

**Section 6.6.** Any employee working in two (2) classifications in any one-half (½) day shall receive the higher rate of pay for that one-half (½) day.

**Section 6.7.** Any employee required by the Employer to work twenty (20) hours or less in one (1) week, shall be considered a part-time employee. Temporary and regular part-time employees working less than a full day shall be employed for not less than four (4) consecutive hours.

**Section 6.8.** Any employee who reports for work, at the Employers request, and is not put to work, on a regularly scheduled day-off, shall be guaranteed not less than four (4) hours pay.

**Section 6.9.** Any employee, who is required, by the Employer, during the course of employment to use 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.

**Section 6.10.** Any notarial fees required of office employees who are covered by this Agreement shall be paid by the Employer.

**Section 6.11.** No employee covered hereby shall be compelled or allowed to enter into an individual contract or agreement with the Employer, varying any of the terms or conditions contained in this Agreement.

## **ARTICLE 7 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES**

**Section 7.1.** In the event of technological changes, over and above those currently in effect, which require the introduction of computers or other automated office machinery, in the local office of the Employer, the Employer agrees to discuss such changes with the Union Representative as much in advance of the effective date of such changes as possible, in compliance with Article 6, Section 6.5.

**Section 7.2.** An employee, who is awarded a new job through the operation of this Article, shall be on a ninety (90) day probationary period for said job. During that probationary period, the employee shall be returned to their former job if the employee is found, by the Employer, not to be qualified to perform the new job, if that job is still in existence.

**Section 7.3.** Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

**Section 7.4.** An employee who is promoted from the top pay grade of one Salary Grade to another shall have his/her pay grade moved back one (1) pay grade in the new Salary Grade he/she will be paid under.

## **ARTICLE 8 - VACATIONS**

**Section 8.1.** Vacations with pay are hereby established for all regular employees covered by this Agreement as follows:

<b>Years of Service</b>	<b>Annual Vacation</b>
1 - 4 Years	Ten (10) days
5 Years or more	Fifteen (15) days

This vacation shall be earned on a pro-rata basis.

**Section 8.2.** In the event of termination, after six (6) months of employment, the employee shall be entitled to vacation pay pro-rated.

**Section 8.3.** The Employer may, at their option, require tentative vacation schedules to be posted on or before January 31<sup>st</sup> of each year. Two (2) or more employees shall not take vacation at the same time without the Employer's approval.

**Section 8.4.** Employees may carryover no more than two (2) days of vacation from year to year. Any employee may designate up to fifteen (15) days to a bank which may be used in case of extended illness or injury. Refer to Article 9, Section 9.1.

**Section 8.5.** Regular part-time employees shall be entitled to vacation with pay on a pro-rata basis.

**Section 8.6.** Employees otherwise entitled to a vacation with pay can request up to an additional week's vacation at their own expense, which shall be limited to one (1) week per year. No employee shall take more than three (3) consecutive weeks' vacation without the approval of the Employer.

**ARTICLE 9 - SICK LEAVE, MATERNITY LEAVE, BEREAVEMENT LEAVE,  
LEAVE OF ABSENCE, UNION ACTIVITIES**

**Section 9.1.** Each employee shall accumulate sick leave at the rate of one (1) day per month to be used for the diagnosis, care or treatment of an existing health condition or preventative care for an employee or an employee's family member (child, parent, spouse, or domestic partner in accordance with state law), or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking. These days will accumulate to a bank not to exceed twenty (20) days. These days will be earned before granted. Banked days will not be compensated if not used.

**Section 9.2.** Medical benefits shall be paid on behalf of each employee while on a medical leave of absence or on maternity leave for up to ninety (90) days.

**Section 9.3.** On the day on which an employee becomes eligible for Compensation or Disability Benefits, sick leave payments, as provided herein, shall be withheld pending a determination as to the amount of benefits due the employee. When such determination has been made, the employee will receive an amount of sick leave payments which, together with Compensation or Disability Benefits payments, will equal the regular straight time salary. The difference in pay will continue until the total accumulated personal sick, as transformed in to a money equivalent, has been paid. Should the employee not have adequate amount of sick leave available, the Employer will pay the difference in wages between Disability insurance and the hourly wage for the employee while on a medical leave of absence or on maternity leave for up to ninety (90) days.

**Section 9.4.** In the event, an employee has filed an application for Worker's compensation and is denied benefits, then sick leave may be paid in full.

**Section 9.5.** For sick leave of three (3) or more consecutive days the Employer may require, from the employee involved, a statement from a medical doctor certifying and disability.

**Section 9.6.** 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.

C. Such employee must indicate in writing her desire to return to her former position upon termination of disability and must be ready and able to return to work not less than six (6) weeks not more than four (4) month after the birth of the child or



within thirty (30) days in the event of miscarriage. An employee not conforming to this Section, except in the case of extended disability, confirmed in writing by a physician, shall lose all rights to seniority.

**Section 9.7.** On the first payday following the effective date of this Agreement, and quarterly thereafter, the Employer shall give the employee a computation of Sick Leave. Said computation shall include amount of previously accumulated sick leave, amount of personal leave used during the quarter, and amount of personal leave left on the books.

**Section 9.8.** Paid bereavement leave shall be granted to all full-time employees, subject to the following limitations:

- A. Employee's spouse or child - Five (5) days
- B. Employee's parent, brother, sister, spouse's parent - Three (3) days
- C. Grandparent, grandchild, spouse's brother or sister, child's spouse - One (1) day.

Reasonable extra time off may be granted without pay.

**Section 9.9.** Any employee who is elected or appointed to serve the Union in any labor activity necessitating a leave of absence shall be granted such leave, without pay, for a period of not more than ten (10) days but may be extended for a reasonable cause by mutual agreement between the Employer and the Union.

A. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absences described and set forth in this Article.

B. It is hereby agreed that no more than one (1) employee from each office shall be granted Union Activity Leave, at the same time. The Employer may employ a trainee as a temporary replacement for an employee on Union Activities leave.

**Section 9.10.** Employees may request a sick leave of absence without pay or fringes. Such leave of absence must be submitted to and approved by the Employer. Seniority shall not accrue during such absence in excess of three (3) months.

**Section 9.11.** A leave of absence for Jury Duty with pay shall be granted for up to five (5) days to employees with thirty (30) days of service. Jury pay shall not be granted for employees' regularly scheduled days off. The employee shall return to the Employer any court pay received but not mileage or parking reimbursement.

Employees will be required to report to work during any hours they are not required to be in court. In application of this provision, reasonable driving time will be a consideration.

## **ARTICLE 10 - HOLIDAYS**

**Section 10.1.** The following days are hereby designated as paid Holidays:

New Year's Day	Veteran's Day
*Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
*Cesar Chavez's Birthday	Christmas Eve (1/2 Day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (1/2 Day)
Labor Day	Floating Holiday

*\*Employees shall be allowed to take January 15<sup>th</sup> and March 30<sup>th</sup> (or day(s) observed as such) as unpaid personal holidays to recognize Martin Luther King, Jr., and Cesar Chavez, provided they give notice to the Employer during the prior work week. If work is performed on this day, it will be paid at the regular straight-time rate.*

*The office will close at 12:00 p.m. on Christmas Eve and New Year's Eve.*

**Section 10.2.** Whenever such holidays fall on Sunday, they shall be observed on the following Monday. When a holiday falls on a Saturday, employees shall receive one (1) additional day's pay or shall comply with the Employer's scheduled day, or an additional day off in lieu thereof. Holidays shall be granted as days off with pay, in addition to their regular days off. When New Year's Day or Christmas day falls on a Saturday, the previous Friday shall also be granted as a Holiday.

**Section 10.3.** All employees are not required to work on any of the above-mentioned holidays, or days observed in lieu thereof shall nevertheless be paid for such time not worked at their regular rate of pay.

**Section 10.4.** Holidays falling during an employee's vacation period shall entitle the employee to an additional day's vacation or an additional day's pay.

**Section 10.5.** A temporary employee, on the payroll of the Employer, shall be paid for a holiday after fifteen (15) days of employment. Temporary employees shall receive as holiday pay the amount the employee is normally paid.

**Section 10.6.** A regular part-time employee shall be paid for a holiday, at the regular scale, if the holiday falls within the employee's time regularly employed each week or month and shall receive as holiday pay the amount normally paid.

**Section 10.7.** In order to be eligible for holiday pay, a regular part-time employee must have worked his/her last regularly scheduled day prior to and the first regularly scheduled day following the holiday.

## **ARTICLE 11 - SEVERANCE PAY - DISCHARGE**

**Section 11.1.** Any employee of six (6) months service or over who is laid off shall be given two (2) weeks' notice in writing, or two (2) weeks' pay in lieu thereof. This clause shall not apply when the discharge is for dishonesty or such misconduct that immediate action is necessary.

**Section 11.2.** In the event an employee's services are terminated, they shall receive all earned but unused vacation pay and floating holiday pay in addition to severance notice or pay.

**Section 11.3.** It shall be just cause for immediate discharge for any employee, covered by this Agreement, knowingly to divulge to any other persons or to the Union any confidential matter whatsoever relating to the Employer's business, unless such disclosure is made in the proper performance of the employee's duties as an employee.

## **ARTICLE 12 - SENIORITY**

**Section 12.1.** Employees shall be considered probationary for a period of ninety (90) days, from the date of hire, during which period they shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during this ninety (90) day period without any recourse whatever. Thereafter, seniority shall be effective as of the original date of hire.

**Section 12.2.** Seniority shall mean the length of continuous service with the same Employer. In laying off and rehiring, seniority shall prevail, provided efficiency and ability are equal.

**Section 12.3.** Prior to hiring a new employee to fill a vacancy, an employee already employed shall have the first priority to fill the vacancy if desired, as long as employees qualify and at the discretion of the Employer.

**Section 12.4.** An employee shall lose all seniority rights in case of voluntary resignation and discharge for just cause. An employee who is laid off will retain seniority rights and be placed on a recall list for six (6) months.

**Section 12.5.** Seniority will not be interrupted because of Jury Duty.

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

**Section 13.1.** 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 13.2.** The Employer shall advise the employee in writing of the discharge and the reasons thereof.

**Section 13.3.** 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 13.4.** Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages unless the Union and Employer or the arbitrator determine otherwise.

**Section 13.5.** 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 provided to the Union.

First Violation	Verbal warning (memorialized in writing)
Second Violation	Written warning
Third Violation	Termination

#### **ARTICLE 14 - SETTLEMENT OF DISPUTES**

**Section 14.1.** In the event any dispute should arise as to the true interpretation of this Agreement, or in regard to the enforcement of its provisions by the parties' signatory thereto, the Business Representative or any other duly authorized official of the Union shall meet with the Employer or his duly authorized representative in an effort to adjust the matter.

**Section 14.2.** In case of discharge or suspension, the grievance must be filed in writing with the Union, or the Employer within ten (10) working days of discharge or suspension. All other grievances must be filed within ten (10) working days after the grievance occurs or after the employee becomes aware of the occurrence.

**Section 14.3.** If a satisfactory adjustment of the grievance cannot be reached within ten (10) working days after the grievance is submitted, then parties shall apply to the Federal Mediation and Conciliation Service for an attempt to reach an agreement.

**Section 14.4.** If the Federal Mediation and Conciliation Service fail to effect an agreement between the parties, then the entire matter may be submitted to Arbitration upon request of the Union or the Employer.

**Section 14.5.** The parties agree to meet within ten (10) working days following receipt of the panel of Arbitrators to select the Arbitrator.

**Section 14.6.** The Arbitrator shall be selected from an odd numbered list, on a panel to be submitted by the Federal Mediation and Conciliation Service. The parties hereby agree that they will proceed to arbitration. In the event, one (1) of the parties choose not to participate under this Article, the Arbitrator shall proceed ex-parte. The determination of

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

## **ARTICLE 15 - HEALTH AND WELFARE PLAN**

A Health and Welfare, Dental and Eyecare Plan shall be provided and paid for by the Employer, for all employees coming within the scope of this Agreement. The employees shall be covered as herein provided:

**Section 15.1.** Effective August 1, 2021, the Employer has agreed to pay any Health and Welfare increases up to a max of one dollar (\$1.00), to insure the maintenance of benefits. It is understood that if the allocated per hour amount increases in the Inside Wiremen contract, the employees would allocate the same amount, but the first one dollar (\$1.00) would be covered by the Employer. Anything over one dollar (\$1.00) would come out of the hourly wage. However, if there is an increase in the Kaiser plan only, the cost will be covered by the Employer.

Health and Welfare, Dental and Eyecare benefits shall be granted to employees working seventy (70) hours or more per month.

**Section 15.2.** All employees currently enrolled in the Kaiser Plan as of August 1, 2016 can continue in the plan. All other employees, current and future, will be enrolled in the PPO Plan.

**Section 15.3.** Should the Employer have a plan equal or superior to that of the Union, he may provide coverage for his employees under that plan, upon the approval of the Union.

## **ARTICLE 16 - PENSION**

It is mutually agreed that:

**Section 16.1.** Effective August 1, 2006, the Employer shall contribute four dollars and twenty-five cents (\$4.25) per hour.

**Section 16.2.** The above shall be paid to the San Diego Electrical Pension Trust, for all hours worked by employees coming within the jurisdiction of this Agreement.

**Section 16.3.** Should the Employer have an established employee pension plan superior to that of the Union, he may provide coverage for his employees under that plan, upon the approval of the Union.

**Section 16.4.** Employees of the unit may decide, by a majority vote, under which plan they wish to be covered, by the Employer's plan or the Union's plan.

## **ARTICLE 17 - SUBCONTRACTING**

All work shall be performed on an hourly basis subject to the terms of this Agreement. No work shall be subcontracted for services to any non-union establishments.

## **ARTICLE 18 - CONTRACT MAINTENANCE**

**Section 18.1.** The Business Representative or other authorized officer of the Union shall have the right to enter the premises of the Employer and contact employees with respect to this Agreement.

**Section 18.2.** STEWARDS:

A. A Union Steward shall be elected by the Local 537 employees or appointed by the Local 537 Business Representative, in each office where there are five (5) or more employees.

B. The Steward shall have copies of the Local 537 By-Laws, as well as the Agreement under which the office staff is working and shall report any violations of the Agreement to the Business Representative.

C. The Employer agrees that a Local 537 Steward shall:

1. Perform Steward's duties on office time.
2. Check regularly to see that all employees are current in the payment of their Union Dues.
3. Receive grievances or disputes from the employees in the office and report the same to the Local 537 Business Representative, who shall attempt to settle said disputes with the Employer or his representative, in accordance with Article 13 - Settlement of Disputes.

D. The Union agrees that:

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

E. Under no circumstances shall the Steward be discharged or discriminated against on account of any action taken in the proper performance of the Steward's duties.

## **ARTICLE 19 - UNION LABEL**

**Section 19.1.** The Employer agrees that all correspondence and other material leaving the Employer's office shall bear the Office and Professional Employees International Union Label.

**Section 19.2.** The Union agrees to furnish the Union Label to the Employer for the above purpose or the Union Label shall be affixed by typewriter/computer as follows:

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

**ARTICLE 20 - SAVINGS CLAUSE**

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

**ARTICLE 21 – VOTE**

**Section 21.1.** 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 21.2.** A copy of the check-off authorization to be used for this purpose is attached hereto as Exhibit "B".

**ARTICLE 22 - TERM**

This Agreement shall be in full force and effect from August 1, 2021 through July 31, 2024 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 July 31, 2024, 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:**

International Brotherhood of Electrical  
Workers Local 569

  
Jeremy Abrams  
Business Manager

Date

*Sept 8- 2021*

JKWB:mm  
OPEIU 537/afl-cio, clc

**FOR THE UNION:**

OPEIU Local 537

  
Jacqueline K. White-Brown  
Business Manager/Secretary-Treasurer

Date

*August 24, 2021*

## **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 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 August 1, 2021, a one dollar and fifty cents (\$1.50) per hour wage increase for all current employees.

<b>Effective August 1, 2021</b>						
<b>Salary Grade</b>	<b>First 3 Months</b>		<b>After 3 Months</b>		<b>After 6 Months</b>	
	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Hour</b>	<b>Per Week</b>
Trainee	\$19.75	\$790.00	\$20.55	\$822.00	\$23.50	\$940.00
1	\$31.38	\$1,255.20	\$31.70	\$1,268.00	\$32.49	\$1,299.60
2	\$32.40	\$1,296.00	\$32.89	\$1,315.60	\$34.56	\$1,382.40
3	\$33.32	\$1,332.80	\$33.80	\$1,352.00	\$36.00	\$1,440.00
4	\$34.20	\$1,368.00	\$34.50	\$1,380.00	\$37.25	\$1,490.00
5	\$35.06	\$1,402.40	\$35.19	\$1,407.60	\$38.52	\$1,540.80

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

<b>Effective August 1, 2022</b>						
<b>Salary Grade</b>	<b>First 3 Months</b>		<b>After 3 Months</b>		<b>After 6 Months</b>	
	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Hour</b>	<b>Per Week</b>	<b>Per Hour</b>	<b>Per Week</b>
Trainee	\$21.25	\$850.00	\$22.05	\$882.00	\$25.00	\$1,000.00
1	\$32.88	\$1,315.20	\$33.20	\$1,328.00	\$33.99	\$1,359.60
2	\$33.90	\$1,356.00	\$34.39	\$1,375.60	\$36.06	\$1,442.40
3	\$34.82	\$1,392.80	\$35.30	\$1,412.00	\$37.50	\$1,500.00
4	\$35.70	\$1,428.00	\$36.00	\$1,440.00	\$38.75	\$1,550.00
5	\$36.56	\$1,462.40	\$36.69	\$1,467.60	\$40.02	\$1,600.80



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

Effective August 1, 2023						
Salary Grade	First 3 Months		After 3 Months		After 6 Months	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
Trainee	\$22.75	\$910.00	\$23.55	\$942.00	\$26.50	\$1,060.00
1	\$34.38	\$1,375.20	\$34.70	\$1,388.00	\$35.49	\$1,419.60
2	\$35.40	\$1,416.00	\$35.89	\$1,435.60	\$37.56	\$1,502.40
3	\$36.32	\$1,452.80	\$36.80	\$1,472.00	\$39.00	\$1,560.00
4	\$37.20	\$1,488.00	\$37.50	\$1,500.00	\$40.25	\$1,610.00
5	\$38.06	\$1,522.40	\$38.19	\$1,527.60	\$41.52	\$1,660.80

**EXHIBIT "B" - 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 CLASSIFICATIONS**

**Job Classifications will be updated during the course of this Agreement**

### **TRAINEE**

The Employer and the Union recognize the need for trainees and to this end establish the following formula: An Employer may employ one (1) trainee for the first full-time employee and one (1) trainee for each five (5) full-time employees thereafter. The ratio shall not exceed more than one (1) trainee for each five (5) full-time employees in the bargaining unit.

A. After one (1) year, the trainee shall be classified in a job category 1 through 4 and placed on the beginning rate of said classification.

B. No trainee shall be employed in an office which does not have at least one (1) regular full-time employee.

### **GENERAL CLERK - GRADE 1**

Works under the direct supervision of superior and performs clerical work requiring little special training but the performance of which requires the use of a computer and involves typing reports and other matters from rough drafts, verbal instructions, or corrected copy. Maintains files and checks and alphabetizes records. Assists bookkeeper and assists superior in servicing the membership by answering inquires by telephone or in person.

### **OFFICE CASHIER - GRADE 1**

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

### **RECEPTIONIST - GRADE 1**

Operates a single or multiple phone line. In addition, may record toll calls and take messages and/or transfer to voicemail. May be required to type or do routine clerical work as part of regular duties. Sorts and distributes the mail.

### **SECRETARY I - GRADE 2**

Works under direct supervision of superior. Composes and types routine correspondence, locates information from files and relieves superior of routine clerical functions, processes daily mail and dues, and helps maintain the book system. Execution of programs following predetermined procedures. In addition to the duties listed the Secretary I, must be able to perform other duties described in Grade 1.

### **BOOKKEEPER - GRADE 3**

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

### **SECRETARY II - GRADE 3**

Works under supervision of a superior and is responsible for confidential files, takes dictation and transcribes same, composes, and types routine correspondence, locates information from files and relieves superior of routine clerical functions, and may make minor decisions for a superior. May be responsible for typing contracts, maintaining, and preparing reports, set-up and lay-outs on leaflets or articles for newspapers. In addition to the duties listed the Secretary must be able to perform other duties described in Grades 1 and 2.

### **ADMINISTRATIVE ASSISTANT – GRADE 4**

Works independently and takes initiative in correlating and alleviating the workload of the superior. Call and process Dispatch and new member paperwork. Assists with special projects, takes notes when needed, composes correspondence, handles phones and mail, schedules and sends meeting notifications, and other secretarial related duties. Processes dues payments and working dues transactions. Balance drawer and prepare daily deposits. Processes market recovery time sheets and reports and quarterly statements.

### **SENIOR BOOKKEEPER/PROPERTY MANAGER – GRADE 4**

Responsible for receiving rent and sending out monthly invoices. Maintains rental schedule for View Ridge and Imperial Valley Property. Computes and bills out energy usage to tenant. Create CAM fees invoices and maintain records for yearly CAM fees Audit. Contact and oversees maintenance and repair crews for rental area. Maintains all historical records (paid invoices, leases, inspection reports, warranties, etc.) for property. Inspects property and grounds for maintenance issues. Calculates and maintains Loan Schedule for Tenants. Reviews and pays all expenses relating to the rental properties. Maintains all vendor contracts. Acts as a liaison between owner and tenants. In addition, must be able to do job duties listed under Bookkeeper.

### **SR. ADMINISTRATIVE ASSISTANT/OFFICE MANAGER – GRADE 5**

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

## **JOB CLASSIFICATIONS AND SALARY GRADE**

### **Trainee Rate**

Trainee

### **Grade 1**

General Clerk  
Office Cashier  
Receptionist

### **Grade 2**

Secretary I

### **Grade 3**

Bookkeeper  
Secretary II

### **Grade 4**

Administrative Assistant  
Sr. Bookkeeper/Property Manager

### **Grade 5**

Sr. Administrative Assistant/Office Manager