

AGREEMENT

BETWEEN

IRONWORKERS LOCAL 229

AND

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



JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

This Agreement made and entered into at San Diego, California, January 1st, 2024, by and between Ironworkers Local 229 hereinafter referred to as the "Employer", and Office and Professional Employees International Union, Local 30, AFL-CIO, CLC, hereinafter referred to as the "Union".

WITNESS

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 to any employee of the employer engaged in office and clerical work with respect to hours, wages, and working conditions of all employees coming under the jurisdiction of this Agreement.

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 (31st) 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 (31st) 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 or those not now members of the Union, and 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 unless such action conflicts with state or federal laws.

C. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the employer for the purpose of complying with the foregoing provisions of this Article including any attorneys' fees, costs, and expenses associated with the operation of this provision.

SECTION 2. At the time a new employee starts to work, the Employer shall promptly 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 20th day of the month following which the deductions or collections are made.

ARTICLE 3 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

SECTION 1. All employees may be regarded as probationary employees for the first ninety (90) 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 is one that is advised at the time of hire that their employment is for a period of time not to exceed one hundred eighty (180) working days. However, if the employee is relief for a regular employee who is on an authorized leave of absence or vacation, which extends beyond the one hundred eighty (180) workdays,

the Employer may extend the temporary status. On an infrequent basis, temporary employees may be hired when the workload is increased. A temporary employee is not intended to be a regular employee and neither receives the benefits nor is required to adhere to the obligations of this Agreement.

All temporary employees shall pay work permit fees to OPEIU Local 30 based on the dues schedule at the minimum dues rate.

Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A" of this agreement.

The union shall be notified of a temporary employee being hired.

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

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 but shall not interfere with the work of the Employer and any interruption to such work shall only be for the purpose of establishing a non-work time for further discussion.

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.

ARTICLE 5 - SAFETY AND HEALTH

SECTION 1. The Employer 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 7:00 a.m. to 3:30 p.m. with a half-hour lunch period and the employees designated starting time shall be the time to start to work.

SECTION 2. The regular workweek shall be five (5) eight and half (8 1/2) consecutive hour days, Monday through Friday, excluding a lunch period of thirty (30) minutes. This results in an eight (8) hour workday. The lunch period shall be taken not more than four (4) hours after reporting to work (starting between 10a.m. and 12 p.m.) Breaks shall not be combined with lunch periods. The first break should start between 9 a.m. and 9:30 a.m. and the second break should be taken approximately two (2) hours after returning from lunch.

A. An employee who works less than thirty-five (35) hours per week is designated a "part-time regular employee" as provided in Article 4, Section 4, above.

SECTION 3. 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 weekly wage scale shown in Exhibit "A" of this Agreement.

SECTION 2. Whenever the Employer requests an employee to work in a higher classification job, the employee shall be paid the higher rate for all hours worked in the higher classification.

SECTION 3. 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 4. 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 Internal Revenue Service business rate per mile driven.

SECTION 5. 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 6. Holidays and periods of vacation outlined in this Agreement and periods of paid sick leave shall be considered time worked in this Agreement for the following purposes: paid sick leave, vacation, and seniority accruals. The Employer will also make dental, health and welfare, and retirement contributions for such periods.

ARTICLE 8 - OVERTIME

SECTION 1. Inasmuch as overtime is detrimental to the best interest of the employee, only in cases 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. All work performed in excess of the regular full-time workday and the regular full-time workweek, Monday through Friday; and
- B. Eight (8) hours on Saturday provided an employee has already worked forty (40) hours.

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

- A. For all hours worked more than ten (10) hours in any day, Monday through Friday;
- B. All hours worked beyond eight (8) hours on Saturday provided the employee has already worked 40 hours for the week; and
- C. For all hours on Sunday.
- D. Time worked on a holiday.

SECTION 4. When an employee is required to work overtime beyond 6:00 p.m. on a Union meeting night Monday through Friday, the employee shall be allowed a second meal period of thirty (30) minutes.

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 two (2) hours' pay at the double-time rate.

ARTICLE 9 - HOLIDAYS

SECTION 1. All regular employees coming under the jurisdiction of this Agreement shall be allowed the same holidays as in the Ironworkers Local 229 Labor Agreement:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving Day
Labor Day	Christmas Day

Should any of these holidays fall on a day other than regularly scheduled workday, the employee shall receive one (1) additional day's pay for that week at the regular straight-time rate; or the Employer at the Employer's option, may observe either the last regularly scheduled workday preceding the first regularly scheduled workday following, providing the employee is notified forty-eight (48) hours in advance which day is to be observed.

SECTION 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 shall receive two (2) times the regular hourly rate of pay.

SECTION 3. In the event any of the holidays enumerated in this Article, Section 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 4. A regular part-time employee shall be paid for a holiday at their regular wage if the holiday falls within the time regularly employed each week or month.

ARTICLE 10 - SICK LEAVE

SECTION 1.

- A. All regular employees shall accrue four (4) hours of sick leave per month. Accruals will cap at ten (10) days.
- B. Sick leave shall be granted for the purpose outlined in the Labor Code 246.5(a) including diagnosis, care, and treatment for employee or family members.
- C. If the employee is absent from work three (3) days or more, the employer may request a doctor's certificate.

SECTION 2. The Employer will integrate an employee's sick leave when the employee becomes eligible for State Disability Insurance (SDI) or Workers Compensation benefits. The Employer shall pay the employee the difference between the amount received from SDI 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 has been exhausted. Sick leave shall cease to accrue during such absences.

ARTICLE 11 -VACATIONS

SECTION 1. Employees will be granted two (2) weeks' vacation per year. On January 1st of each year, each employee will receive one week's vacation and on June 1st of that year, another week of vacation.

Any vacation unused at the end of the calendar year will be cashed out.

SECTION 2. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Vacation scheduling shall be strictly based on seniority between the employees.

SECTION 3. A regular part-time employee shall be paid on a pro-rata basis consistent with hours and length of employment with the Employer.

SECTION 4. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death in which the event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

ARTICLE 12 - LEAVE OF ABSENCE

SECTION 1.

- A. Upon mutual agreement in writing and in compliance with state law, leave of absence will be granted, and in the event, such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement.
- B. By mutual agreement, an approved leave of absence may be extended beyond the three (3) months' statutory period. Employees granted such leave of absence will retain seniority during such leave period.

SECTION 2.

- A. In case of death in the immediate family (parents or guardian in lieu of a parent, sibling, spouse, legal domestic partner, child, stepchild, adopted child, foster child, child of domestic partner, parent-in-law, grandparents, and grandchildren), an employee shall be granted a leave of absence with pay for five (5) days.
- B. 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.
- C. Upon request of the Employer, an employee utilizing this leave shall provide documentation supporting the need for such leave.

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. The Employer shall be entitled to use a temporary employee to back-fill the entirety of the absence notwithstanding any time limitations on the usage of temporary employees in Article 3.

SECTION 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 5. Employees will be paid at their regular rate of pay for up to a maximum of five (5) days in any one calendar year for service on any jury. The Employee must provide documentation to support any such absence.

On any day of jury service in which an employee is excused entirely or with sufficient time to permit them to work for a minimum of three (3) hours of their regular scheduled shift, they shall be required to do so.

ARTICLE 13 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 1. The Employer shall not discontinue the services of any regular 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. 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 sent to the Union.

First Violation	Verbal warning with possibility of written notice
Second Violation	Written notice and up to ten (5) days' suspension without pay
Third Violation	Termination

Warnings shall be removed from the employee's personnel file upon written request of the employee after twelve (12) months if there is no related discipline in the interim.

ARTICLE 14 - SENIORITY

SECTION 1. In all cases involving promotions, transfers, layoffs, or demotions due to layoff or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where fitness and ability are substantially equal.

SECTION 2. The Employer has the right to determine the number of employees required. In the event the Employer finds it necessary to lay employees off, it will do so in accordance with Section 1 above. An employee retains recall rights for six (6) months. To recall an employee from layoff, the Employer shall send a letter by regular mail to the last address on file and an email to the employee's personal account (if provided to the Employer).

SECTION 3. When a position becomes vacant the employer shall first notify the Union of the vacancy and shall 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 most qualified. At the time the new employee starts to work, the employer shall promptly notify the Union.

SECTION 4. 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 is not returned from layoff within six (6) months of the start of the layoff.
- D. 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 satisfactory reason.
- E. When an employee has not performed any work for the Employer for six (6) consecutive months as a result of illness or injury unless a reasonable extension of such time would allow for the employer to return from the illness or injury.

SECTION 5. In the event an employee's Job is affected by a curtailment or job abolishment, 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 their status and will be paid the rate applicable to the new classification.

ARTICLE 15 - SEVERANCE PAY

SECTION 1. If the employer discontinues the service of a regular employee, said employee shall be given two (2) weeks written notice 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 at the 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 cause shall forfeit the two (2) weeks' severance payout as outlined in this article.

ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES

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:

The grievance must be presented to the Employer within five (5) working days after the grievance occurs unless both parties mutually agree to extend the timeline.

If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either party may submit the dispute to arbitration. Failure to submit the dispute to arbitration within fifteen (15) working days of the dispute first being presented to the Employer shall result in the grievance being null and void.

Prior to arbitration, the Employer, and the Union, by mutual agreement, may utilize the State or Federal Mediation and Conciliation Services (FMCS) to effectuate resolution of disputes at no cost to the parties.

In the event the grievance remains unsolved, an impartial Arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal Mediation and Consolidation Services. Upon receipt of said panel, the parties will select an arbitrator by alternately striking names.

The arbitrator shall consider the issue at the earliest convenience and render a decision. The award of the arbitrator 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 30, AFL-CIO, CLC and under agreement with Union, this card is to be the property of the Union.

ARTICLE 20 - TECHNOLOGICAL CHANGES

SECTION 1. When systems or processes to be performed by an employee change, reasonable training will be provided by the Employer.

SECTION 2. The Employer agrees to join in partnership with the Union to provide, where possible, training programs for employees to enhance their skills in the workplace. With prior approval of the Employer and upon presentation of proof from a School of higher learning of completion of such a course, the Employer will agree to reimburse the employee for the training cost up to one hundred dollars (\$100.00) on any course related to the performance of their job.

ARTICLE 21 - RULES AND REGULATIONS (Management Rights)

All traditional rights of management not infringed upon by this Agreement shall be retained by the Employer. This includes the right to issue and enforce reasonable work rules that do not conflict with or impede the application of this Agreement.

ARTICLE 22 - NO STRIKE NO LOCKOUT

For the life of the Agreement, the Employer will not lock the employees out and the employees will not strike, slow down, or otherwise withhold their labor.

ARTICLE 23 - 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 International Union (address) 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 checkoff authorization to be used for this purpose is attached hereto as Exhibit "D."

ARTICLE 24 - NON-DISCRIMINATION

The parties hereto affirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis

of sex, gender or gender identity, race, color, creed, national origin, age, marital status, and disability status in accordance with applicable State and Federal Law.

ARTICLE 25 - SAVING CLAUSE

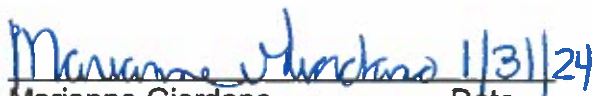
It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable local, state, and federal laws. Should it later be determined that enforcement of any provisions herein would violate any such laws, the parties shall meet and confer regarding modifications of the invalidated sections to comply with law and the parties' original intent. All other provisions of this of this Agreement shall remain in full force and effect while such meet and confer is on-going.

ARTICLE 26 - DURATION

This Agreement shall be in full force and effect from January 1, 2024, through December 31st, 2026, 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 January 1, 2026, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

OFFICE AND PROFFESIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 30

IRONWORKERS LOCAL 229


Marianne Giordano Date 1/31/24
Executive Director/CFO

 2-2-2024
Beau Coleman Date
Business Manager/FST


Helly Garcia Date 1/31/24
Secretary

EXHIBIT "A" - WAGES

It is expressly agreed that the wage scales herein provided for are minimum scales.

SECTION 1.

Effective January 1, 2024, a \$1.00 wage increase for all current employees.

Effective January 1, 2025, a \$1.00 wage increase for all current employees.

Effective January 1, 2026, a \$1.00 wage increase for all current employees.

SECTION 2. New Employees will be hired at a rate of \$25.00/hour for their first year of employment. On January 1st, new employees will be entitled to the same increases as defined as defined below.

Salary Grade/Classification	Current	January 1st 2024	January 1st 2025	January 1st 2026
Administrative Assistant	\$27.00	\$28.00	\$29.00	\$30.00
Administrative Assistant/Bookkeeper	\$30.00	\$31.00	\$32.00	\$33.00

Employer agrees to pay current employee \$3,114 upon ratification of the agreement.

EXHIBIT "B" - HEALTH & WELFARE CONTRIBUTIONS

SECTION 1. The Employer agrees to fully fund the California Field Iron Workers Health and Welfare Plan Trust on behalf of all full-time and part-time employees and their dependents.

EXHIBIT "C" - PENSION CONTRIBUTIONS

SECTION 1. The Employer agrees to contribute to the California Iron Workers Field Annuity on behalf of all full-time and part-time employees in the amount of \$3.50 for all hours worked for each year of the agreement.

SECTION 2. The Employer agrees to contribute to the Iron Workers National Pension Plan on behalf of all full-time and part-time employees in the amount of \$5.75 for all hours worked for each year of the contract.

SECTION 3. Such payments shall be made for employees on paid vacations, holidays, and paid sick leave.

EXHIBIT "D" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE)

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 International Office for deposit with the Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 30 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 30, AFL-CIO as applicable.

Signature

Print or type name

Home Address

City State Zip

Date Witness

JOB DESCRIPTIONS

Administrative Assistant

Duties include but are not limited to data entry, dues and membership processing, research as necessary, routine correspondence, maintain and update files electronically and physically, assisting members, all aspects of dispatching, clerical support, and special and ongoing projects.

Administrative Assistant/Bookkeeper

Duties include all duties of the Administrative Assistance and manages bookkeeping functions including QuickBooks, payments and deposits, quarterly taxes and annual audits/filings. Duties also include on-boarding of other employees and light office manager duties.