



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

American Federation of Musicians Local #325

March 1, 2024
to
February 28, 2029



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AGREEMENT

This Agreement entered into, at San Diego, California, on March 7, 2024, by and between the American Federation of Musicians, Local #325, its assigns, heirs or successors, hereinafter referred to as the Employer and Office & 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 members coming under the jurisdiction of 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 SECURITY

SECTION 2.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those employees who are not members on the effective date of this Agreement shall immediately after the thirty-first (31st) calendar 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 thirty-first (31st) calendar 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.

B. Employees who do not comply with the provisions of this section shall be discharged by the Employer upon the written 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 referral 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. There shall be no discrimination by the Employer in hiring, promoting, discipline including termination because of union membership or 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 2.5. The Employer agrees to notify Local Union 537 of any job opening. The Employer also agrees to give Local 537 forty-eight (48) hours to refer applicants on all job openings covered by this Agreement.

ARTICLE 3 - RIGHTS OF MANAGEMENT

SECTION 3.1. The right to hire, promote, transfer, discipline or discharge, layoff, to maintain the efficiency of employees and to determine work schedules are management prerogatives, except that any grievance arising out of promotion, transfer, discipline or discharge shall be adjusted through the Grievance Procedure set forth in Article 13.

SECTION 3.2. 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 their choice.

SECTION 3.3. The Employer, upon hiring each employee, shall make known to them the duties they are expected to perform and from whom they are to receive instructions as to policy and procedure for the establishment. In no event shall any employee be accountable to more than one (1) supervisor or their designated representative.

SECTION 3.4. In the event of change in administration, the Employer has the sole selectivity of their office manager/private secretary. However, every effort shall be made, by the Employer, to retain any employee so displaced in comparable employment.

SECTION 3.5. It shall be just cause for immediate discharge for any employee covered by this Agreement to knowingly divulge to any other person 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.

SECTION 3.6. The Employer has the right to terminate immediately any employee if, and when, they get involved in Local Union politics against the Employer.

SECTION 3.7. 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 furnish each employee and 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 ten (10) regular workdays after copies thereof have been furnished to the Union and given to each employee.

ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR EMPLOYEES

SECTION 4.1. A. Upon initial assignment of any employee to a new position, such employee will be informed of the name of their immediate supervisor and the duties to be performed in that position.

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

SECTION 4.2. All employees may be regarded as probationary employees for the first three (3) months 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 4.3. 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 4.4. A temporary employee is one who is hired for a specific project not to exceed four (4) months. Such temporary employees may be hired as relief for or replacement of regular employees for periods of sick leave, vacation or leave of absence. On an infrequent basis, temporary employees may be hired when the work load is increased. All employees must be informed of their status at the start of such temporary employment.

All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

SECTION 4.5. 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 - WORKING HOURS AND OVERTIME

SECTION 5.1. The regular workweek shall be thirty-five (35) hours consisting of five (5) consecutive days of seven (7) consecutive hours daily, inclusive of two fifteen (15) minute rest periods, and exclusive of a lunch period, between 7:00 a.m. and 5:00 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) times 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 the seven (7) hours of Holiday Pay.

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. their regularly scheduled shift, Monday through Friday, inclusive, the employee shall be allowed a paid dinner period not to exceed one-half (½) hour.

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

F. Any hours worked on Saturday, in excess of seven (7) hours, will be paid at the double (2) time rate of pay.

SECTION 5.3. Only authorized time shall be compensated.

SECTION 5.4. The lunch period shall be one (1) hour daily, between 11:00 a.m. and 2:00 p.m.

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

SECTION 5.6. All time paid in accordance with this Agreement shall be considered as time 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 537, already in the employ of the Employer shall suffer any reduction in wages and conditions as a result of the signing of this Agreement.

SECTION 6.4. It is agreed that all employees shall be paid weekly. However, in the event payment of wages on a weekly basis works an undue hardship on the Employer, such as in the case of out of town Employers, employees may be paid biweekly.

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 less than twenty (20) hours 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 Employer's 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 or who is temporarily assigned to a work location other than the normal work location shall be compensated for mileage at the rate allowable by the Internal Revenue Service. Mileage shall be compensated for at the net additional mileage in excess of miles from the employee's residence to the employee's normal work place.

SECTION 6.10. Any notarial fees required of 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 the terms or conditions contained in this Agreement.

SECTION 6.12. It is intended that there shall be no "free" or "time off the clock" work practices under 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 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 thirty (30) day probationary period for said job. The probationary period shall start after the completion of any needed training.

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.

SECTION 7.3. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

SECTION 7.4. The Employer shall pay for tuition and books for classes taken by the employees for the purpose of learning and/or improving skills. The Employer has the right to approve the classes and the books in advance.

ARTICLE 8 - VACATION

SECTION 8.1. Each employee, after having been in the employ of the Employer for a period of one (1) year, shall be entitled to paid vacation as follows:

0 to 60 Months	Ten (10) days
61 to 120 Months	Fifteen (15) days
Over 120 Months	Twenty (20) days

Vacations 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 vacation requests to be scheduled on or before January 31st of each year.

SECTION 8.4. If Employer circumstances prevent an employee from taking their vacation during any given year, such employee shall be paid for all earned but unused vacation, in addition to regular pay, by the anniversary date of employment.

SECTION 8.5. Under no circumstances can a two (2) week vacation be used as termination notice.

SECTION 8.6. A regular part-time employee shall earn vacation on a pro-rata basis.

SECTION 8.7. Employees shall have the option of taking all earned vacation or dividing it into two (2) or more periods of their choice, providing production and workload requirements do not make their request unreasonable and upon the approval of the Employer.

SECTION 8.8. All employees shall receive their vacation pay prior to starting their vacation.

SECTION 8.9. In the event of resignation or discharge of an employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

ARTICLE 9 - LEAVES OF ABSENCE

SECTION 9.1. SICK LEAVE

A. Each employee, after three (3) months of service with the Employer, shall be entitled to 5.83 hours, per month to a total of ten (10) days sick/maternity leave through the first year, retroactive to their date of hire. Sick leave may be accumulated to a maximum of thirty (30) days. Unused sick leave earned in excess of thirty (30) days shall be paid on the employee's next anniversary date. In the event of termination, sick leave shall be paid on a pro-rata basis. Sick leave shall be earned before granted.

B. Sick leave may be used for the diagnosis, care or treatment of an existing health condition or preventive care for an employee or an employee's family member, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking. Sick leave may be utilized in other circumstances on a case by case basis.

C. 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 the amount of previously accumulated sick leave, the amount of sick leave used during the quarter, and the amount of sick leave left on the books.

D. On the day on which an employee becomes eligible for Worker's 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 Worker's Compensation or Disability Benefit payments, equal the employee's regular straight time salary. The difference in pay will continue until the total earned sick leave, as transformed into a money equivalent, has been paid.

E. In the event, an employee has filed an application for Worker's Compensation and is denied benefits, then sick leave time shall be used.

F. The Employer shall grant leaves of absence for illness or injury in addition to normal sick leave. This leave will be without pay and shall be for a period of not more than one (1) year. Requests for extended illness leave will be in writing and must be accompanied by medical certification of illness or injury. Benefits shall not accrue during this leave with the exception of Seniority.

SECTION 9.2. MATERNITY LEAVE

A. Leaves of absence for maternity shall be granted in accordance with the following formula:

B. An employee may continue in employment during pregnancy provided they are able to do so satisfactorily and safely.

C. During maternity leave, the employee shall be paid all accumulated sick leave in accordance with this Article.

D. Such employee must indicate in writing their desire to return to their former position upon termination of disability and must be ready and able to return to work not less than six (6) weeks, or no more than four (4) months, after the birth of the child or within thirty (30) days in the event of miscarriage. An employee not conforming to this Section, except in the case of extended disability, confirmed in writing by a physician, shall lose all rights to seniority.

SECTION 9.3. BEREAVEMENT LEAVE

Paid bereavement leave shall be granted to all full-time employees subject to the following limitations:

A. Employee's spouse, parent or child. Five (5) days leave.

B. Employee's brother, sister, spouse's parent, grandparent, grandchild, spouse's brother and sister, and child's spouse. Three (3) days leave.

SECTION 9.4. JURY DUTY LEAVE

A. A leave of absence with pay will be granted 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.

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

SECTION 9.5. UNION ACTIVITIES LEAVE

A. 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, however, forty-eight (48) hours' notice, to the Employer, will be required from Local 537.

B. A leave of absence with pay will be granted 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.

ARTICLE 10 - HOLIDAYS

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

New Year's Day	Indigenous People's Day
Day after New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	New Year's Eve Day

SECTION 10.2. Holidays shall be granted as days off with pay, in addition to an employee's regular days off. When a holiday falls on a Saturday it shall be observed on the preceding Friday. Whenever a holiday falls on Sunday, it shall be observed on the following Monday.

SECTION 10.3. All employees 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 be paid as holiday and not count as a vacation day.

SECTION 10.5. In order to be eligible for holiday pay, a temporary or regular part-time employee, must have worked their last regularly scheduled day prior to and their first regularly scheduled day following the holiday.

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

B. 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 10.6. In the event the Employer elects to close their office on any day(s) or part(s) thereof, to observe a holiday other than those listed above, or in "Memorial" the employee(s) shall be paid for such day(s) or part(s) thereof.

ARTICLE 11 - SENIORITY

SECTION 11.1. Employees shall be considered probationary for a period of six (6) months, 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 six (6) month period without any recourse whatever. Thereafter, seniority shall be effective as of the original date of hire.

SECTION 11.2. Seniority shall mean the length of continuous service with the same Employer. In laying off and rehiring, seniority shall prevail. In promotion, seniority and qualifications shall prevail.

SECTION 11.3. In the event of a layoff, resulting in the reduction of the number of employees in any classification, the employee with the least seniority shall be laid off first. Such employees, in lieu of layoff, may elect to bump to another classification provided their seniority entitles them bumping rights over other employees with less seniority.

SECTION 11.4. Such employee bumped by a senior employee as provided in the foregoing Section shall be allowed to exercise their seniority rights in the same manner. Employees will be paid the rate applicable to the classification. In cases where the employee has not held the job previously, such employee shall be entitled to bump employees in an equal or lower classification, based upon seniority and qualifications.

SECTION 11.5. Any employee who is laid off shall be recalled when work is available in accordance with such employee's seniority status. Such employee shall be notified in writing of the date to report to work, which shall not be less than five (5) regular workdays after such notification is given, however, nothing shall prohibit such employee from reporting for work earlier, by agreement with the Employer.

SECTION 11.6. An employee shall lose all seniority rights, in case of voluntary resignation, discharge for just cause or absence from work for a period of one (1) year due to illness or injury. An employee laid off shall be placed on the recall list for a period of one (1) year, retaining prior seniority status.

SECTION 11.7. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absences described in Article 9, except where noted.

SECTION 11.8. The Employer cannot arbitrarily lower the wage of an employee who has continuously performed the same work at a wage that has been previously established for that work.

ARTICLE 12 - DISCHARGE PROCEDURE

SECTION 12.1. Where the employee's conduct, in relation to work, affects management's productivity and/or operations, a progressive discipline system shall be established. Copies of all warnings shall be mailed to the Union.

First Warning	Oral (memorialized in writing)
Second Warning	Written
Third Warning	Written and one (1) day suspension without pay
Fourth Warning	Written and one (1) week suspension without pay
Fifth Warning	Written and termination

SECTION 12.2. Warnings will be removed from the employee's personnel file after twelve (12) months if there is no related discipline in the interim.

ARTICLE 13 - GRIEVANCE PROCEDURE

SECTION 13.1. 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 duly authorized official of the Union shall meet with the Employer or their duly authorized representative in an effort to adjust the matter. In no event shall either party be represented by legal counsel at this first meeting.

SECTION 13.2. In case of discharge or suspension, the grievance must be filed in writing with the Union by the employee or the Employer within five (5) working days of the discharge or suspension. All other grievances must be filed within five (5) working days after the grievance occurs or after the employee becomes aware of the occurrence.

SECTION 13.3. If a satisfactory adjustment of the grievance cannot be reached within five (5) working days, after the grievance is submitted, then the entire matter will be, at the request of the Union, submitted to arbitration.

SECTION 13.4. The parties agree to meet within ten (10) working days following receipt of the panel of arbitrators to select the Arbitrator.

SECTION 13.5. The Arbitrator shall be selected from an odd numbered list on a panel to be submitted by the American Arbitration Association. The parties hereby agree that they will proceed to arbitration under the expedited labor arbitration rules of the American Arbitration Association. In the event one (1) of the parties chooses not to participate under this Article, the Arbitrator shall proceed ex-parte. The Arbitrator's decision shall be final and binding on all parties. The cost of the arbitration shall be equally shared by the Employer and the Union.

ARTICLE 14 - SEVERANCE PAY

SECTION 14.1. 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 14.2. In the event an employee's services are terminated, they shall receive all earned but unused vacation pay and accumulated sick leave pay in excess of thirty (30) days, in addition to severance notice or pay. Sick leave shall not apply when discharge is for just cause.

ARTICLE 15 - 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 establishment.

ARTICLE 16 - CONTRACT MAINTENANCE

SECTION 16.1. The Business Representative or other authorized officer of the Union shall have the right to enter the premises and contact the employees with respect to this Agreement.

SECTION 16.2. A Union Steward shall be elected by the Local 537 employees or appointed by Local 537 Business Representative in each office where there are five (5) or more employees.

SECTION 16.3. 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.

SECTION 16.4. The Employer agrees that the Local 537 Steward shall:

- A. Perform steward duties on office time.
- B. Check regularly to see that all employees are current in the payment of their Union dues.
- C. Receive grievance or disputes from the employees in the office and report same to the Local 537 Business Representative, who shall attempt to settle said disputes with the Employer or their representative in accordance with Article 13.

SECTION 16.5. The Union agrees that:

- A. The steward shall not be the office manager.
- B. The steward shall not attempt to settle disputes for the Business Representative.
- C. The steward shall perform their duties as expeditiously and discreetly as possible.

SECTION 16.6. Under no circumstances shall the Union Steward be disciplined, discharged or discriminated against because of any action taken in the proper performance of their duties.

ARTICLE 17 - QUALITY OF WORK LIFE

Recognizing the desirability of mutual efforts to improve the work life of the employees and enhance the effectiveness of the organization, the Employer and the Union express their mutual belief that by encouraging greater employee participation, work can be made more satisfying and organizational performance and service quality can be improved. Therefore, the parties agree to continue cooperation in developing a spirit of mutual trust and respect establishing a process whereby the employees meet periodically with management for the purpose of coordinating efforts to improve quality of work life.

ARTICLE 18 - UNION LABEL

The Employer agrees that all correspondence and other material, prepared by bargaining unit employees, leaving the Employer's office shall bear the Office & Professional Employees International Union Label. The Union Label shall be affixed by typewriter as follows:

OPEIU#537 - AFL-CIO-CLC

ARTICLE 19 - UNION OFFICE CARD

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

ARTICLE 20 - 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 "C."

ARTICLE 22 - TERM

This agreement shall be in full force and effect from March 1, 2024, through February 28, 2029, 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.

FOR THE EMPLOYER:

American Federation of Musicians Local 325

FOR THE UNION:

OPEIU Local #537

Lorie Kirkell
President

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

Date

Date

FOR THE EMPLOYER:

American Federation of Musicians Local 325

Jim Davies
Secretary-Treasurer/Business
Representative

Date

JWB: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 shall at any time be so construed as to reduce the pay or 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 March 1, 2019						
	2024		2025		2026	
CLASSIFICATION	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Secretary	\$24.77	\$866.95	\$26.01	\$910.35	\$27.31	\$955.85
Office Manager	\$38.14	\$1,334.90	\$40.05	\$1,401.75	\$42.05	\$1,471.75

SECTION A.2. Effective March 1, 2024, a five (5%) wage increase for all current employees.

Effective March 1, 2025, a five (5%) wage increase for all current employees.

Effective March 1, 2026, a five (5%) wage increase for all current employees.

Economic reopener for wages and pension for March 1, 2027, and March 1, 2028.

EXHIBIT "B" - 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 B.1. Health and Welfare, Dental and Eyecare benefits shall be granted employees working seventy (70) or more hours per month.

SECTION B.2. The Employer agrees to maintain the level of Health and Welfare, Dental and Eyecare Benefits under which the employees are covered at the signing of this Agreement.

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

SECTION C.1. Effective March 1, 2024, shall contribution a ten percent (10%) hourly rate of the employee wages. pension contributions by the Employer shall be ten percent (10%)

If a temporary employee works more than one thousand (1,000) hours in a year, the Employer will make the appropriate contributions to the Retirement Fund on behalf of that employee.

SECTION C.2. The above shall be paid to Office Employees International Union, Local 537 Pension Plan for all hours worked by employees coming within the jurisdiction of this Agreement.

SECTION C.3. The Employer and the Union by executing this Agreement agree to be bound by all the provisions of the Agreements and Declarations of Trust, including any modifications or amendments thereto as adopted by the Trustees.

The administration of the Trust Fund shall be controlled by a Joint Board of Trustees, consisting of equal Employer and Employee Representatives.

SECTION C.4. Should the Employer have an established Employer pension plan superior to that of the Union, they may provide coverage for their employees under that plan upon approval of the Union.

SECTION C.5. 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.

EXHIBIT "D" - 401K 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 (609) 865-2400 for further information.

EXHIBIT “F” – JOB DESCRIPTIONS

OFFICE MANAGER

Maintain membership database (current, new, expelled, suspended, and resigned); track membership activity and work dues income; receive, process and post all monies received; maintain rehearsal hall records and invoice accordingly; archive appropriate documentation; process payroll; administers health & welfare; prepare bank deposits; sort and distribute mail; oversee daily building maintenance; receive local recording session payments; work dues invoices; clerical duties; secure advertising and invoice accordingly; maintenance of website as needed; miscellaneous fund duties; collect, prepare information and format Sound Post for mailing and/or broadcast; prepare quarterly courtesy call list; EDD inquiries regarding payroll service earnings; balance bank statements; Accounts Receivable; Accounts Payable; prepare financial statements as needed; process death notifications and benefit fund payments; maintain office equipment and supplies; coordinate annual Life Members Luncheon; prepare pertinent reports for the Local and AFM.

Other duties in accordance with job responsibilities.

SECRETARY

Works under the direct supervision of a supervisor. Composes and types routine correspondence; receive, process and post all dues received; sort and distribute mail and makes minor decisions for a supervisor. Assists members within their purview. May be responsible for typing contracts. May assist with collecting, preparing information and formatting the Sound Post for mailing and/or broadcast; and ensuring the website is up to date. May process death notifications and benefit fund payments; maintain office equipment and supplies.