



AGREEMENT

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

Benefit Programs Administration

January 1, 2019  
to  
December 31, 2021



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## **AGREEMENT**

This Agreement made and entered into at Los Angeles, California on, June 6, 2019, by and between Benefit Programs Administration, hereinafter referred to as the Employer, and Office and Professional Employees International Union Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

## **WITNESSETH**

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

### **ARTICLE 1 - RECOGNITION**

The Employer shall recognize the representative selected by 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 representative of all employees coming under the jurisdiction of this Agreement.

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

**SECTION 2.1.** The Employer agrees to have in its employ in positions coming under the jurisdiction of this Union only employees who agree to become members of Office and Professional Employees International Union, Local 537, AFL-CIO, CLC no later than thirty-one (31) days after the date of their employment. It is further agreed that such membership in Office and Professional Employees International Union Local 537 AFL-CIO, CLC, shall be a condition for continued employment.

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

**SECTION 2.2.** Whenever a position is to be filled, the Employer shall immediately notify the Union and the Union steward, and the position shall be filled by a Union member, provided that the member is qualified and competent in the opinion of the Employer. If the Union cannot fill the position within forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, the Employer shall have the right to fill the position with a person of its own choice. At the time the new employee starts to work, the Employer shall immediately notify the Union and the Union steward of the name of the new employee, starting date and classification and wages.

**SECTION 2.3.** The Employer, or its representative shall make known to the employee the duties he or she is to perform as described in their job description and from whom he or she is to receive instructions as to the policies and procedures of the Employer.

**SECTION 2.4.** A temporary employee is an employee so informed at the start of employment and may not work past three (3) months of employment. Effective on the date the employee becomes a regular employee, and if the employee has worked the day preceding and the day following a holiday, he/she shall be paid for such a holiday, in accordance with Section 8.1 of Article 8. Following three (3) months of temporary

employment, an employee shall be considered to be a regular employee and shall be entitled to all the benefits of the Agreement from the date the employee becomes a regular employee except as provided in Article 12 Leave of Absence.

Temporary employees may continue beyond three (3) months if they are filling in for employees on leave of absence. Health and welfare and dental will be paid by the Employer after three (3) months for such employees.

**SECTION 2.5.** Part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except as provided in this section of the Agreement. Sick leave, weekly wage guarantee and vacation shall be figured on a pro rata basis consistent with the time regularly employed each week. A holiday shall be considered worked and paid for at the regular scale if it falls within the time regularly employed each week. Part-time employees shall not be construed to mean temporary employees.

**SECTION 2.6.** All employees shall be regarded as probationary employees for the first ninety (90) days of employment. Thereafter, an employee is considered to be a regular employee. Probationary employees shall not be construed to mean temporary employees. 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. No benefits provided herein shall accrue until after the successful completion of the probationary period, except as provided in Article 10 Health and Welfare, Section 10.1.

**SECTION 2.7.** Upon receipt of a duly authorized card, the Employer agrees to deduct initiation and monthly dues of each regular employee, and to deduct each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment.

**SECTION 2.8.** All money deducted by the Employer shall be remitted to the Union on or before the 20<sup>th</sup> day of the month following that in which the deductions are made. The Employer shall submit to the financial officers of the Union a monthly record of those employees from whose earnings deductions have been made.

### **ARTICLE 3 - UNION REPRESENTATION**

**SECTION 3.1.** The Employer shall recognize the Union steward and shall not discharge or otherwise discriminate against said Union steward because of the duties of said office. The Union steward's duties shall be justly conducted in both the interest of the Union members and also of the Employer and not interfere with his or her work as an employee.

**SECTION 3.2.** The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

### **ARTICLE 4 - SAFETY AND HEALTH**

**SECTION 4.1.** The Employer agrees to make all reasonable provisions for the safety and health of the employees during the hours of their employment.

**SECTION 4.2.** The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

### **ARTICLE 5 - HOURS OF EMPLOYMENT**

**SECTION 5.1.** The regular workweek shall be either:

(a) Five (5), seven (7) consecutive hour days, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour. The lunch period shall be taken not more than five (5) hours after reporting to work; or

(b) Four (4), seven and one-half (7½) hour days, Monday through Friday and one (1) five (5) hour day to be taken mid-week. This shortened day shall be scheduled by the Employer and shall be at the Employer's option. The lunch period shall be taken not more than five (5) hours after reporting to work. No lunch period shall be granted on the shortened workday. The reporting times for the shortened workday shall be one (1) of the following:

8:00 am to 1:00 pm; or  
11:30 am to 4:30 pm

**SECTION 5.2.** The regular workday shall be between the hours of 7:30 am and 6:00 pm, except as provided in Article 7 (Overtime) and the employee's designated starting time shall be the time to start to work.

**SECTION 5.3.** 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 6 - WAGES**

**SECTION 6.1.** The Employer agrees to Pay Not Less Than the Minimum weekly wage scale as shown on Exhibit "A" attached hereto.

**SECTION 6.2.** It is expressly understood and 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 of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not obtain a salary above minimum, be granted an increase in pay before the period specified or be advanced or promoted in the service of the Employer.

**SECTION 6.3.** Except for training periods not to exceed three (3) months, any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

**SECTION 6.4.** All employees after one (1) year at the maximum beginner's rate shall be reclassified according to the job category and work performed as shown in Exhibit "A" attached hereto.

**SECTION 6.5.** Any employee who is required to supervise the work performed by two (2) or more employees shall receive compensation of not less than five dollars (\$5.00) per week

more than the highest paid regular employee under that employee's supervision; or five dollars (\$5.00) per week in addition to that employee's regular salary, whichever is greater. Any employee required to supervise the work of five (5) or more employees shall receive compensation of not less than ten dollars (\$10.00) per week more than the highest paid regular employee under that employee's supervision, or ten dollars (\$10.00) per week in addition to his or her salary whichever is greater.

**SECTION 6.6.** All regular employees shall be guaranteed a full week's pay except for those employees under Section 6.8 of this Article, Article 9 Sick Leave, Article 12 Leave of Absence and Article 13 Severance. Any employee who terminates of their own volition may be docked for such hours not worked, and three (3) consecutive days' absence for any reason without mutual agreement shall be deemed a resignation and severance of employment unless circumstances beyond their control make this impossible.

**SECTION 6.7.** The Employer agrees to pay not less than two (2) times the regular hourly rate for stenographic or stenotype work for verbatim proceedings at conventions, lectures and trials. It is further understood that when attending any such meetings requiring travel time, said employee shall be allowed travel time equal to straight-time pay at his or her regular weekly wage scale; and if not a regular employee he or she shall be paid at the highest rate as established in Exhibit "A" of this Agreement under the heading: "After 12 Mos."

For the transcribed copy of said proceedings, if not transcribed during the regular workweek for which the reporter is paid a regular salary, the reporter shall receive not less than the regular rate of pay for the highest classification as established in Exhibit "A". Provided further, that should it be necessary for the employee to leave the vicinity in which the employee is employed to attend such a meeting, the employee shall receive, in addition to the above-mentioned wages and travel time, transportation, and if required to remain overnight, twenty-five dollars (\$25.00) per diem. The provisions of Article 7 (Overtime) shall not apply to this section.

**SECTION 6.8.** Any temporary or regular part-time employee coming under the jurisdiction of the Union working three and one-half (3½) hours consecutively or less, shall be paid not less than three and one-half (3½) hours. Any temporary or regular part-time employee working more than three and one-half (3½) hours, but less than a full workday shall be paid for a full workday unless failure to work a full workday is for the convenience of the employee. Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A" - Wages.

**SECTION 6.9.** In the event an employee is called back to work without prior notification after the employee has completed the scheduled hours and after leaving the place of employment, the employee shall be guaranteed four (4) hours' work or pay in lieu thereof, except as provided in Section 6.7 of this Article.

**SECTION 6.10.** Whenever an employee is taken from a lower rated job to a higher rated job, the employee shall be paid at the higher rate for all time employed in the higher classification.

**SECTION 6.11.** Effective January 1, 2012, employees will be paid semi-monthly on the 15<sup>th</sup> and the last day of each calendar month. Should these dates fall on a non-working day, payroll checks will be distributed on the preceding working day.

**SECTION 6.12.** Any employee hired who reports for work and is not put to work shall receive three and one-half (3½) hours' show-up time.

**SECTION 6.13.** Any employee who is required to report for work on a regularly scheduled day off and who does report at the scheduled time shall be guaranteed not less than three and one-half (3½) hours' work or pay in lieu thereof.

**SECTION 6.14.** The Employer agrees to provide parking for its employees.

### **ARTICLE 7 - OVERTIME**

**SECTION 7.1.** Inasmuch as overtime is detrimental to the best interests of the employee, only in case of absolute necessity shall an employee work overtime. The employee shall not work overtime unless authorized in advance by the Employer.

**SECTION 7.2.** Any and all work performed in excess of the regular workday and the regular workweek, Monday through Friday, and the first seven (7) hours on Saturday shall be paid for at one and one-half times (1½) the regular hourly rate.

After the first four (4) hours overtime worked in any one day, Monday through Friday, or after the first seven (7) hours on Saturday, or any time worked on Sunday, shall be paid for at two (2) times the regular rate.

When an employee is required to work overtime after 6:30 pm the employee shall be allowed one-half (½) hour at straight-time pay for a dinner period and said one-half (½) hour is not considered as time worked in computing the overtime hours worked.

**SECTION 7.3.** Any work performed before 7:30 am or after 6:00 pm from Monday to Friday inclusive shall be paid for at the overtime rate.

### **ARTICLE 8 - HOLIDAYS**

**SECTION 8.1.** All regular employees (See Article 2, Section 2.5), coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay, provided they have worked on the scheduled workday immediately preceding and following the holiday, unless excused by the Employer:

<b>New Year's Day</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Friday after Thanksgiving Day</b>
<b>Independence Day</b>	<b>Christmas Day</b>
<b>Labor Day</b>	

The eighth (8<sup>th</sup>) paid holiday shall be Presidents' Day, if it does not conflict with the business of the Employer. If Presidents' Day is not observed, then each employee shall receive his or her birthday as the eighth (8<sup>th</sup>) paid holiday.

In addition, one (1) floating holiday shall be granted from year to year which shall be called a floating holiday. The dates of this holiday may vary from contract year to contract year and shall be set by mutual agreement between the Employer and the employee.

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

In addition to the holidays enumerated above, a holiday shall be granted the workday before Christmas and the workday before New Year's, except that when Christmas or New Year's falls on Thursday, the day after such Christmas or New Year's shall be the holiday.

**SECTION 8.2.** Any employee required to work on holidays shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or day observed as such, shall receive an additional day's pay.

**SECTION 8.3.** In the event any of the holidays enumerated in Section 8.1 occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

## **ARTICLE 9 - SICK LEAVE**

**SECTION 9.1.** (a) All regular employees (See Article 2, Sections 2.5 & 2.6) coming under the jurisdiction of this Agreement shall be granted with pay, sick leave of one (1) day per month beginning on the first of the month following the date the employee becomes a regular employee. If needed, sick leave shall be granted in case of sickness or injury of the employee, to care for spouse, children and parents (if living in employee's household). All unused sick leave shall be accumulated to the maximum of fifteen (15) working days with pay to be used as needed in case of prolonged illness.

(b) Senior employees with five (5) or more consecutive years of service with the Employer, who have accumulated fifteen (15) days of sick leave at the time the illness commences, shall be granted an additional thirty (30) days of sick leave with pay if and when needed.

(c) If the employee is absent from work three (3) days or more, the Employer may require a doctor's certificate.

(d) Any employee working at least five (5) days in a calendar month shall accrue sick leave for the month, and for any subsequent month in which he/she has worked at least five days.

(e) All unused and accrued Sick Leave shall be paid to the employee upon employee's resignation, layoff, or retirement.



**SECTION 9.2.** If an employee becomes eligible for and receives state disability benefits or Workers' Compensation benefits, the Employer will pay for each day the difference between the amount received by the employee and the amount of the employee's daily wage which he/she would have earned had he/she not been sick and had worked at his/her assigned job and rate on such date.

The amount so paid will be charged against the employee's "sick leave account" until such account is exhausted or until the employee terminates or is terminated. Any balance in the account at the time an employee terminates or is terminated is not payable to the employee in cash.

The employee's sick leave account shall be calculated in accordance with the provisions of Section 9.1 of this Article, and the earned days so accumulated multiplied by the employee's daily rate to establish the amount of credit in his/her account. Such amount is a book account only and is not a cash account claimable by the employee under any circumstances except for illness or injury as set forth in this section while he/she is an employee of the Employer.

Any accumulated sick time accrued by an employee shall be disclosed to the employee upon written request.

## **ARTICLE 10 - HEALTH AND WELFARE AND DENTAL**

**SECTION 10.1.** Effective June 1, 2019, the Employer shall pay into the Office and Professional Employees International Unions Local 30/537 Health & Welfare Fund the full contribution determined by the Board of Trustees, up to one-thousand two-hundred seventy-five dollars (\$1,275.00) per month, on behalf of each regular part-time, regular full-time and temporary employees, working twenty (20) hours or more each week, after sixty (60) days of employment, coming under the jurisdiction of this Agreement, to insure the maintenance of benefits. This is in accordance with ACA to ensure the employee has medical coverage on the ninety-first (91<sup>st</sup>) day of employment. The Employer has agreed to pay seventy-five dollars (\$75.00) dependent coverage for each regular employee who works or is paid for eighty (80) or more hours.

**SECTION 10.2.** Contributions for new hires are due beginning with the month following sixty (60) calendar days of employment.

**SECTION 10.3.** The Employer agrees to pay one half (½) of the Employee's monthly cost for dependent coverage provided that the employees authorizes payroll deduction for their half of the monthly cost for dependent coverage.

**SECTION 10.4.** Effective October 1, 2005, based on hours worked in the prior calendar month, the Employer will provide Life Insurance and A, D&D benefits of \$15,000.00 for each regular employee who works or is paid for eighty (80) or more hours.

In the event that life insurance benefits become part of the Health and Welfare benefits provided under Section 10.1, the Employer may, at their sole discretion, discontinue the separate life insurance benefits.

**SECTION 10.5.** Eligibility of the employee is to be determined in accordance with the terms and provisions of the Plan established by the Office & Professional Employees International

Union Locals 30/537 Health and Welfare Trust. The Employer further agrees that upon receipt of an authorization from an employee, the Employer will deduct such amount from the employee's wages so as to provide coverage for the dependents of such employee. The amount of such deduction will be determined by action of the Trust's Board of Trustees.

**SECTION 10.6.** In the event the Trustees determine that the monthly contribution for Health and Welfare and Dental coverage must increase, the parties have agreed to the terms and conditions as stated in, Sections 10.1 and 10.2. The parties acknowledge that the Office & Professional Employees International Union Locals 30/537 Health and Welfare Trust may refuse to accept contributions from the Employer if the full monthly contribution is not made on behalf of each covered employee.

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

**SECTION 10.7.** An employee currently participating in OPEIU Locals 30/537 Health and Welfare Fund, may elect to waive coverage if they are covered under their spouse's plan. Said employee shall be entitled to one hundred dollars (\$100.00) for no cost to spouse's plan or said employee shall be reimbursed for their cost of coverage up to three hundred dollars (\$300.00) per month in lieu of Employer's coverage. Should an employee lose coverage after opting-out of OPEIU Locals 30/537 Health and Welfare Fund due to divorce, death of a spouse, or if the spouse involuntarily loses his/her eligibility, the employee will no longer be eligible for the monthly reimbursement and will have the option to enroll in OPEIU Locals 30/537 Health and Welfare Fund within thirty (30) days of the loss of coverage. Eligibility for dependents of an employee that waives coverage will end at the same time as eligibility ends for the employee.

### **ARTICLE 11 - VACATIONS**

**SECTION 11.1.** Vacations with pay are hereby established for all employees covered by this Agreement as follows;

<b>YEARS OF SERVICE</b>	<b>ANNUAL VACATION</b>
1 – 4 years	Two (2) weeks
5 years	Three (3) weeks
6 years	Three (3) weeks plus one (1) day's pay
7 years	Three (3) weeks plus two (2) days' pay
8 years	Three (3) weeks plus three (3) days' pay
9 years	Three (3) weeks plus four (4) day's pay
10 – 14 years	Three (3) weeks plus five (5) days' pay
15 years or more	Three (3) weeks plus ten (10) days' pay

**SECTION 11.2.** The employee may request and be granted one (1) week of vacation with full pay after six (6) months employment during the initial year of service, plus one (1) week of vacation at full pay at the end of that year.

**SECTION 11.3** Vacation is earned and accrued month by month from the date of employment, beginning with the first of the month following the date the employee becomes a regular employee (See Article 2, Sections 2.5 & 2.6).

The additional days' pay will be paid on the employee's anniversary date.

**SECTION 11.4.** Periods of absence from work not to exceed three (3) months in any one vacation year because of sickness, shall be considered as time worked in computation of the vacation credit.

**SECTION 11.5.** Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Seniority shall be given full consideration in scheduling vacations, subject to consideration of how many weeks have elapsed since the date of return from the previous vacation.

**SECTION 11.6.** Vacation pay shall be paid in advance of such employee's vacation period and shall be computed at the employee's regular rate for the thirty-five (35) hours per week.

**SECTION 11.7.** In the case of death of an employee, all accrued but unused vacation shall be paid to the legally recognized beneficiary, if known, or to the estate of the deceased.

**SECTION 11.8.** Once approval is obtained for vacation time, it will not be unilaterally withdrawn by management based solely on a vacation request from a more senior employee. If an employee changes approved scheduled vacation time, rescheduling will be based on the needs of the business.

**SECTION 11.9.** Vacation hours can be accrued up to two hundred ten (210) hours. Any employee with more than two hundred ten (210) hours must utilize their subsequent vacation earned. If the employee is unable to take vacation due to the needs of the Employer, the employee can opt to take a cash payout.

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

**SECTION 12.1.** Upon mutual agreement in writing leaves of absence may be granted, and in the event, such leaves of absence are taken, the employee shall not forfeit seniority rights under this Agreement.

### **SECTION 12.2. EXTENDED UNPAID SICK LEAVE**

Employees with six (6) months of service shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation of paid sick leave during periods covered by State Disability or Workers' Compensation.

Further, by mutual written agreement, a leave of absence may be extended beyond the six (6) month period. Employees granted such leaves of absence will retain and accumulate seniority during such leave period. With respect to cases where less than five (5) days of

hospitalization is involved, not more than two (2) separate extended leaves of absence without pay shall be granted during the life of this Agreement with a maximum of twelve (12) months total, except in cases covered by Workers' Compensation or cases where mutual written agreement has been reached between the Employer and the employee.

### **SECTION 12.3. BEREAVEMENT LEAVE**

In case of death in the immediate family (spouse, child, stepchild, foster child, brother sister, mother, mother-in-law, father, father-in-law and foster parents, grandchildren, and grandparents of the employee), an employee shall be granted up to three (3) consecutive days' time off with pay. Employer will extend leave to five (5) days if employee must travel more than one-thousand (1,000) miles from Los Angeles. Employees off work due to paid holidays, vacation, sick leave or non-paid leave of absence shall not receive additional days off under this provision.

**SECTION 12.4.** An employee who has been granted a leave of absence in accordance with the provisions in this Article shall return to work at the rate then current for the classification in which the employee returns to work.

### **SECTION 12.5. JURY DUTY**

Effective September 1, 2002, when an employee is required to be absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid for the absence up to a maximum of five (5) workdays. If the employee is assigned to a jury that exceeds five (5) days, the Employer will have no financial obligation beyond the initial five (5) workdays. In order to receive pay for absence due to jury duty, the employee must provide the Employer with written confirmation of service from the court for each day of absence or if the court allows call-in service, such that the jury pool may call the jury room to determine whether they are required to report, the employee must request the call-in status. If the call-in service is not available, the employee must obtain confirmation in writing.

In the event the needs of the office are such that the employee cannot serve, they will cooperate with the Employer in appealing the call to jury duty. In the event an employee is assigned to a panel that will exceed five (5) days, the Employer will assist the employee in requesting a financial hardship excuse, if applicable. Once an employee has received pay for jury service, said employee will not be eligible to receive pay for future jury service for a one (1) year period from the last date of service.

## **ARTICLE 13 - SEVERANCE**

**SECTION 13.1.** If the Employer discontinues the services of a regular employee, said employee shall be given two (2) weeks' written notice immediately prior to the date of termination or the equivalent in wages; and the employee shall give two (2) weeks' written notice immediately prior to the date of the employee's intention to resign. The two (2) weeks' written notice herein provided shall not be given immediately prior to the vacation period of any employee, or in the event such written notice is given, such employee shall receive two (2) weeks' wages at the employee's current salary in addition to accrued vacation pay.

Should an employee's services be terminated, the employee shall be paid a pro rata portion of all earned but unused vacation. Said pro rata portion of vacation to be figured at the rate of five-sixths (5/6) of a day's pay per month for those employees having earned two (2) weeks' vacation or less, and one and one-quarter (1¼) days per month for those employees having earned three (3) weeks' vacation. This clause shall apply to regular employees.

**SECTION 13.2.** If the Employer discontinues the service of an employee for just cause, no severance pay shall be due the employee.

Disciplinary warning notices may be given by the Employer for good cause, including but not limited to participating in a work stoppage, restricting production, the failure to call in or report to work. After two warning notices, the third notice may constitute automatic discharge.

Warning notices shall be in writing and copies mailed to the Union and given to the Union steward. Reprimands or disciplinary notices shall be removed from the employee's personnel file after twelve (12) months from the date of issue provided there has been no reoccurrence of the same type of violation in the past twelve (12) month period.

**SECTION 13.3.** In case of a reduction in the total number of employees under this Agreement as a result of technological changes or contracting or subcontracting out work performed under this Agreement, any employee so displaced shall be given severance pay on the basis of one week's straight-time pay for each full year of continuous service up to a maximum of twelve (12) weeks' severance for twelve (12) years' service.

## **ARTICLE 14 - SENIORITY**

**SECTION 14.1.** 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 relatively equal. Whenever the Employer is in doubt as to the fitness or ability of the senior employee, the Employer shall notify the Union and the employee in question shall have the right to be heard. Notwithstanding the preceding sentence, it shall be the Employer's prerogative to determine what shall constitute fitness or ability.

**SECTION 14.2.** Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (a) if the employee quits
- (b) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) if an employee who has been laid off fails to report within three (3) working days after being notified to report and does not give a satisfactory reason;
- (d) if the employee is on layoff for more than twelve (12) months; and
- (e) if the laid off employee fails to maintain his or her current address with the Employer.

## **ARTICLE 15 - PENSION RETIREMENT**

**SECTION 15.1.** Effective May 1, 2019, the Employer shall pay the sum of two dollars forty-five cents (\$2.45) into the Office and Professional Employees International Union, Locals 30/537, Pension and Retirement Fund for each compensable hour during the prior calendar month for each regular full-time and regular part-time employee, excluding probationary employees. Such hourly contributions will not exceed the maximum of forty (40) hours per week for each regular and regular part-time employee.

Effective January 1, 2021, the Employer shall pay the sum of two dollars ninety-five cents (\$2.95) into the Office and Professional Employees International Union, Locals 30/537, Pension and Retirement Fund for each compensable hour during the prior calendar month for each regular full-time and regular part-time employee, excluding probationary employees. Such hourly contributions will not exceed the maximum of forty (40) hours per week for each regular and regular part-time employee.

**SECTION 15.2.** Such payment shall be made for employees on paid vacation, holidays or sick leave.

**SECTION 15.3.** Except for the rate of contribution, the Employer and the Union by executing this Agreement, agree to be bound by all of the provisions of the Agreement of Trust dated the first day of January 1962, including all modifications or amendments thereto.

**SECTION 15.4.** It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours in a twelve (12) month period and who have attained the age of twenty-one (21) years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

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

## **ARTICLE 16 - GRIEVANCES**

**SECTION 16.1.** Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

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

(b) If no agreement is reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either party may within thirty (30) days submit the dispute to arbitration.

(c) The Employer, the Union, and the grievant mutually agree that State or Federal Mediation and Conciliation Services can be utilized to effectuate resolution of dispute at no cost to the parties, prior to proceeding to arbitration.

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

In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared.

### **ARTICLE 17 - SETTLEMENT OF DISPUTES**

If a satisfactory adjustment cannot be reached within the time limit allowed under Article 16 - Grievances, then the entire matter shall be submitted to arbitration. The arbitrator shall be selected from an odd numbered list on a panel to be submitted by the American Arbitration Association. Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated by the moving party and the arbitrator shall proceed ex parte. In either event the arbitrator shall consider the issue at his earliest convenience and render a decision within ten (10) working days following the date of the hearing. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator if any shall be equally shared.

### **ARTICLE 18 - VALIDITY OF AGREEMENT**

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

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

The 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.

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

### **ARTICLE 20 - PROMOTIONS, DEMOTIONS AND LAYOFFS**

**SECTION 20.1.** Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies from within the organization before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

**SECTION 20.2.** Notice of all job vacancies shall be posted on the employees' bulletin board unless an emergency situation arises. This notice will remain on the bulletin board for five (5) working days and will include job title, labor grade, and a brief description of the job duties, including qualifications and necessary skills. Any employee making application during this five (5) working day period shall be considered for the job and will be permitted to file a grievance against the final selection.

**SECTION 20.3.** Promotions shall be made on the basis of seniority and qualifications, subject to Section 14.1 of Article 14. In the event two or more employees are qualified, the employee with the greatest seniority will be selected. An employee who is promoted to a higher classification shall, at the expiration of a sixty (60) day probationary period, be paid the next comparable rate in the new classification retroactive to the effective date of the promotion. The Employer may extend the probationary period for an additional length of time upon written notice to the Union. In the event an employee does not successfully pass the probationary period, such employee shall be given that employee's former position without any loss in pay.

**SECTION 20.4.** The employee with the least amount of seniority in any classification will be the first laid off from the job but may replace an employee in the same or lower labor grade with the least seniority in such classification providing that employee has the qualifications and skills to satisfactorily perform the job and has greater seniority. Employees who are displaced from their jobs as a result of such "bump back" procedure may themselves move back and replace employees having the least seniority in the same or lower labor grade, providing such employee has the necessary qualifications, skills and seniority.

**SECTION 20.5.** When the work force in a classification is increased, employees eligible for recall and able to perform the job shall be recalled in inverse seniority order.

**SECTION 20.6.** An employee shall be eligible for recall to any classification to which he/she would have had the right to displace under the provision Article 20 – Promotions, Demotions and Layoffs and to the classification held prior to layoff.

**SECTION 20.7.** An employee shall be eligible for recall during the twelve (12) month period following layoff.

**SECTION 20.8.** An employee recalled to a classification other than the one held prior to layoff shall receive the rate of pay within the classification to which the employee has been recalled commensurate with the employee's time in service with the Employer.

## **ARTICLE 21 - TECHNOLOGICAL CHANGES**

In the event of proposed technological changes, such as the introduction of automation, the Employer agrees to discuss such changes with the Union representative before such changes are made.

## **ARTICLE 22 - MISCELLANEOUS**

**SECTION 22.1.** No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

**SECTION 22.2.** In the event of proposed technological changes, such as the introduction of office machinery the Employer agrees to consider employment of his present employees before hiring from the outside market.

**SECTION 22.3.** Job descriptions for the classifications covered by this Agreement (Exhibit "B") and made part of this Agreement. Within thirty (30) days from the effective date of this Agreement, all employees shall be placed in their proper salary grade and job title. It



is understood and agreed that these job descriptions are summaries of job duties based upon the present classifications and job titles in the current contract with no intent to either upgrade or downgrade employees from one salary grade to another by the addition of these job descriptions.

**SECTION 22.4.** The Employer shall not be obligated to make payments or conditions not specified in this Agreement.

### **ARTICLE 23 - VOTE**

**SECTION 23.1.** 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 23.2.** A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit "C".

### **ARTICLE 24 – MANAGEMENT RIGHTS**

The parties recognize that it is the right, obligation, and responsibility of the Employer to operate its business in the manner which is consistent with its goals. Therefore, except as expressly and clearly limited by specific terms of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to management of the business, including but not limited to, the following:

- to determine, select, and direct the employees assigned to any classification of work or work assignment;
- to determine the number of employees assigned to any classification of work or work assignment;
- to establish and change work schedules;
- to lay off or otherwise release employees from duty for lack of work;
- to discipline any employee, including suspension and discharge for just cause;
- to discontinue conduct of business or operations in whole or in part;
- to institute technological changes and otherwise to take such measures as the Employer may reasonably determine to be necessary to the orderly, efficient, and economical operation of the business.

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.

**ARTICLE 25 - DURATION**

This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2021 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 December 31, 2021, 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:**

Benefit Programs Administration

**FOR THE UNION:**

OPEIU Local #537

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Hormazd Dalal  
Chief Financial Officer

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Jacqueline K. White-Brown  
Business Manager

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Date  
JKW:mm  
OPEIU#537/afl-cio,clc

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Date

**EXHIBIT "A" - WAGES**

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

**SECTION A.1.** Wage chart has increased for Classification 1-3 as follows:

Classification	Hourly Wages			
	First 6 Mos.	After 6 Mos.	After 12 Mos.	After 24 Mos.
1. General Office Support Mail Clerk Data Information Processor or Scanning Clerk	\$17.00	\$18.00	\$18.50	\$19.00
2. Customer Service Representative I Employer Control I Claims Data Entry or Verifier	\$18.00	\$19.00	\$19.50	\$20.00
3. Bookkeeper I Customer Service Representative II Employer Control II Claims Adjuster I Retirement Processor I Benefit Disbursement Processor	\$19.00	\$20.00	\$21.00	\$22.00
4. Administrative Assistant Retirement Processor II Bookkeeper II	\$19.00	\$20.00	\$21.00	\$22.00
5. Claims Adjuster II Senior Retirement Processor	\$20.00	\$21.00	\$22.00	\$23.00
6. Claims Adjuster III Assistant Department Manager	\$22.00	\$23.00	\$24.00	\$25.00

Effective January 1, 2020, a two and half percent (2½%) wage increase for all current employees.

Effective January 1, 2021, a two and half percent (2½%) wage increase for all current employees.

**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 checkoff 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

## **EXHIBIT “C” - CLASSIFICATION DESCRIPTIONS**

### **CLASSIFICATION 1**

#### **GENERAL OFFICE SUPPORT**

Performs routine clerical or other work, including filing, sorting, data entry, mail processing, mailroom assistance, and other clerical duties. There shall be no restrictions on the type of work performed or office equipment used by such employee, provided the duties do not at any time become substantially equivalent to a higher classified position. May also perform incidental phone answering and receptionist duties.

#### **MAIL CLERK**

Performs routine clerical and mail handling duties related to the receipt sorting, date stamping, recording, and distribution of incoming mail and the collecting, recording, and posting of outgoing mail. Receives, stores, and distributes office supplies. Runs errands, operates mailroom equipment, and other office machines and equipment, as needed.

#### **CLERK TYPIST**

Performs duties of a File Clerk and in addition types or data enters letters, reports, and other material in which setup and terms are generally clear and follow a standard pattern. Performs filing, mail processing, operates related office machines, and performs other clerical duties, requiring a good knowledge of procedures of at least one department. May perform incidental phone answering and receptionist duties. May also perform duties of Mail Clerk.

### **CLASSIFICATION 2**

#### **ELIGIBILITY CLERK**

Performs the duties of a File Clerk and in addition requires knowledge of eligibility and benefit rules. Duties include review, processing and data entry of information from enrollment and plan choice cards. Prepares and mails Plan information, checks, notices and letters. Receives, records, and maintains self-payments including the completion and balancing of bank deposit slips. Answers and initiates phone calls regarding eligibility and benefits. Relates information by telephone and written communications regarding claims, eligibility, plan choices and benefits.

#### **EMPLOYER REPORT PROCESSOR**

Performs clerical work related to the processing of employer contribution reports. Duties include typing, sorting, mailing, and the data entry, balancing, and reconciliation of employer report data. Preparation of new participating employer accounts, deposit batching, and processing overpayment, underpayment and delinquency letters. Requires telephone contact with employers and unions and providing information for compliance audits.

### **CLASSIFICATION 3**

#### **BOOKKEEPER**

Performs the duties of Employer Report Processor and in addition performs bookkeeping responsibilities. Balances receipts and disbursements and researches discrepancies. Records, data enters, and balances stop-payments, voids, recovered funds, replacement and manual issued checks. Reviews and balances overpayments and underpayments monthly.

#### **ELIGIBILITY CERTIFIER**

Performs the duties of an Eligibility Clerk, and in addition directly advises members, dependents, and health care providers in person, by telephone, or mail, in explanation of, filing for, or obtaining benefits provided by the Funds. Performs duties requiring independent analysis, exercise of judgment, and detailed knowledge of department and Fund policies and procedures related to the determination of eligibility and application of benefits. Requires telephone and written communication with providers and members regarding complex eligibility and benefit issues.

#### **RETIREMENT BENEFIT PROCESSOR**

Performs duties related to the processing of retirement applications, inquiries and appeals. Has knowledge of retirement plan provisions, rules, and procedures and performs duties requiring independent analysis, exercise of judgment and application of policies and procedures related to the determination of retirement, disability, and death benefits. Maintains and researches records and performs all necessary clerical functions involved in the processing of retirement benefits. Counsels applicants and communicates by telephone and written correspondence to participants, unions, attorneys, employers, and beneficiaries.

#### **CLAIMS ADJUSTER I**

Processes benefit claims for dental, vision, prescription, and death benefits. Has knowledge of benefit plan provisions, exclusions, limitations, policies and procedures of the claims department. Performs examination and analysis of claims, exercises judgment based on knowledge of terminology, procedures, and practices.

#### **BENEFIT DISBURSEMENT PROCESSOR**

Performs bookkeeping responsibilities related to the disbursement of benefit payments. Records, data enters, and balances stop payments, voids, recovered funds, stale dated, replacement, and manual issue checks. Reconciles bank statements monthly.

### **CLASSIFICATION 4**

#### **SECRETARY / ADMINISTRATIVE ASSISTANT**

Under direct supervision, is responsible for confidential files, transcription, mail, locating information from files, and preparing various reports for management. In addition to secretarial duties, makes appointments, sorts work, and makes minor decisions for managers. Originates memos or letters for signature. May transmit instructions and distribute work at the direction of management. Requires knowledge of PC based word processing, spreadsheet, and graphics software.

## **CLASSIFICATION 5**

### **CLAIMS ADJUSTER II**

May perform duties of Claims Adjuster I and in addition processes claims for medical and hospital services. Requires extensive knowledge of medical plan provisions, exclusions, limitations, and the policies and procedures of the claims department. Requires knowledge of medical terminology, ICD-9, CPT, HCPCS and related procedural references. Performs examination and analysis of claims, and exercises judgment in the determination of the payment, declination or suspense of medical claims. Capable of composing written communications to participants and providers describing the consideration of their claims.

### **SENIOR BOOKKEEPER**

Performs complex bookkeeping duties including balancing, reconciling, and recording monthly account activity. Responsible for assisting employer report processors and reviewing employer report balancing. May assist in the training of Employer Report Processors. Calculates, reconciles and inputs retroactive rate changes. Ability to communicate by telephone and in written correspondence with employers, union officials, attorneys and auditors regarding contracts, accounts, delinquencies and related issues.

### **EXECUTIVE SECRETARY/EXECUTIVE ASSISTANT**

Performs the duties of Secretary/Administrative Assistant and in addition directs the work of other employees and is responsible for making minor decisions on behalf of one or more executives. Coordinates the secretarial work performed by others and maintains confidential files and records for one or more executives.

## **CLASSIFICATION 6**

### **CLAIMS ADJUSTER III**

Performs the duties of Claims Adjuster 2 and in addition assists other claims adjusters in the research, interpretation, processing, and adjudication of complex claims. May direct the work of other claims adjusters and clerical employees. Corresponds in writing to carriers, providers and participants regarding complex interpretive matters related to individual claim.

### **ASSISTANT DEPARTMENT MANAGER**

May perform the duties of a lower classification, and in addition directs the work of other employees in a department. Assists Department Manager in operation of the department. May be directed to act in the absence of Department Manager. May supervise the work of lower classification employees in the department and may be responsible for training and instruction of new hires or promoted employees in the department.