



**AGREEMENT**

between

**Office & Professional Employees  
International Union  
Local 537  
AFL-CIO**

and

**SAG-AFTRA**

October 1, 2019  
to  
September 30, 2022



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## **AGREEMENT**

This Agreement made and entered into at Los Angeles, California on January 24, 2020, by and between SAG-AFTRA, hereinafter referred to as the Employer, and the Office and Professional Employees International Union, Local 537, AFL-CIO, hereinafter referred to as the Union.

## **WITNESSETH**

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

### **ARTICLE 1 - RECOGNITION**

**Section 1.1.** The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages, and working conditions of all employees within the bargaining unit as follows: All office clerical employees of SAG-AFTRA, employed at 5757 Wilshire Boulevard, Los Angeles, California 90036, excluding business representatives, building maintenance and custodial employees, watchmen, guards, confidential employees, and supervisors as defined by the National Labor Relations Act as amended.

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

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

**Section 2.1.** (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 date of execution of this Agreement, shall remain members in good standing, and those who are not members on the date of execution of this Agreement, shall on the thirty-first (31<sup>st</sup>) calendar 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 thereof shall on the thirty-first (31<sup>st</sup>) calendar day following the beginning of such employment, become and remain members in good standing in the Union.

(2) The Employer shall, upon written authorization of employees within the bargaining unit, deduct monthly from the wages of all such employees who provide such authorization, Union dues and initiation fees, and shall promptly remit all such deductions to the Union together with a statement thereof.

(3) 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.

**Section 2.2.** (1) When a regular full-time, or part-time position is to be filled, the Employer shall first notify the Union by email of the existence of such a position and

provide members of the Union an equal opportunity to fill the position. At the time a new employee starts to work, the Employer shall immediately notify the Union, giving the name of the new employee, starting date and classification.

(2) The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant of his/her choice as long as hired within applicable law.

**Section 2.3.** No work which is normally or customarily performed by employees within job classifications covered by this Collective Bargaining Agreement shall be subcontracted by the Employer to any outside source or agency without notice to the Union, consultation with the Union and mutual agreement by the parties.

**Section 2.4.** No employee shall, as a condition of his/her employment, be required or permitted to participate in any internal union political action of their Employer, nor shall he/she be required or permitted to campaign for any individuals who are candidates for a SAG-AFTRA office.

### **ARTICLE 3 - UNION SHOP CARD**

The Employer agrees to permit the display of a union shop card, signifying that the office is staffed by members of the Office and 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 4 - UNION REPRESENTATION**

**Section 4.1.** The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

**Section 4.2.** (1) The Employer shall recognize the Union steward and shall permit him/her to perform during working hours such of his/her Union duties as cannot be performed at other times. The Employer agrees to allow a reasonable amount of time for such activities.

(2) The Union agrees that such duties shall be performed as expeditiously as possible, utilizing lunch hours and/or rest periods where possible so as not to disrupt an employee's job productivity except where health and safety are of an immediate concern.

(3) The Employer agrees that at the Union steward's request, the appropriate department head or supervisor and the People and Culture will meet with the Union steward(s) no later than the close of the following business day.

#### **Section 4.3. Orientation**

The Union's Shop Stewards may participate in the new hire orientation of employees/members of OPEIU Local 537.

## **ARTICLE 5 - WAGES**

**Section 5.1.** The Employer agrees to pay not less than the minimum weekly wage scale shown in Exhibit "A" of this Agreement attached hereto.

**Section 5.2.** 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 except 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 the period specified or be advanced or promoted in the service of the Employer.

**Section 5.3.** Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

**Section 5.4.** All regular employees shall be guaranteed a full week's pay except for those employees covered under Section 5.6 of this Article. Any employee who lays off of his/her own volition may be docked for such hours not worked, and two (2) consecutive days' absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

**Section 5.5.** (1) When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, he/she shall pay the regular hourly rate outlined under the appropriate classification listed on Exhibit "A". In any event, the total compensation for travel day shall not exceed one day's pay.

(2) It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at his/her regular straight-time hourly rate, or, if not a regular employee, he/she shall be paid at the hourly rate set forth under his/her classification on Exhibit "A".

(3) Such employee shall be paid in addition to the above-mentioned wages and travel time, round trip coach air fare, and if required to remain overnight, single hotel accommodations and not less than the per diem paid in accordance with SAG-AFTRA policy. If public transportation is impractical, travel in a personal automobile will be paid in accordance with SAG-AFTRA policy per mile for trips not in excess of three hundred (300) miles round trip.

(4) The provisions of Article 8 - Overtime, shall apply to this section except that travel time shall not be considered for the purpose of computing overtime.

**Section 5.6.** Any temporary or regular part-time employee coming under the jurisdiction of the Union, working four (4) hours consecutively or less, shall be paid for not less than four (4) hours. Any temporary or regular part-time employee working more than four (4) hours, but less than a full workday shall be paid for a full workday, unless the 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"

of the Agreement, unless such person is assigned a job in a higher classification, in which case he/she shall be compensated at the higher classification rate of pay.

**Section 5.7.** The Employer may revise its payment schedule and pay employees on Thursday for the pay period ending the previous Saturday. Unless and until such change is implemented, the Employer will continue to pay employees on Thursday for the pay period ending the following Saturday.

Employer may implement a bi-weekly pay period.

**Section 5.8.** Whenever an employee is temporarily assigned to higher classification job responsibilities and employee works in excess of sixty (60) minutes, he/she shall be paid the higher contractual rate for all time worked in a higher classification. In the event a workflow coordinator is to be temporarily replaced, consideration will be given to the regular bargaining unit employee within said department with the most seniority and who is the most qualified to do the work.

**Section 5.9.** The parties agree and encourage the concept of teamwork and to that end have agreed that certain allotted time periods will be set aside in each department to cross-train employees. Employees will maintain their regular rate of pay during this training.

**Section 5.10.** Any employee who is engaged and reports to work and is not put to work, shall receive one day's pay.

**Section 5.11.** Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than four (4) hours' pay.

**Section 5.12.** Any employee who is required by the Employer during the course of employment to do errands which require the use of the employee's vehicle, shall be compensated for mileage in accordance with SAG-AFTRA policy. In the event the Employee is involved in an auto accident in which the Employee is determined not to be at fault, the Employer shall pay the employee's deductible up to a maximum of one-thousand dollars (\$1,000.00).

**Section 5.13.** The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid for by the Employer. Should an employee not qualify or cease to qualify for bonding, pursuant to the Employer's bonding company policies, such employee shall be subject to termination.

## **ARTICLE 6 - HOURS OF EMPLOYMENT**

**Section 6.1.** The regular workweek shall be five (5), seven (7) consecutive hour days, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour and not less than thirty (30) minutes. Lunch period shall be taken no more than five (5) hours after reporting to work.

**Section 6.2.** The regular workday shall be between 7:00 a.m. and 7:00 p.m., except as provided for part-time or temporary employees, and the employee's designated starting time shall be the time to start work.

Supervisory staff shall not be prohibited from considering a flexible work schedule and has the right to cancel it at any time with two weeks' notice.

**Section 6.3.** 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 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES**

**Section 7.1.** (1) Upon initial assignment of any employee to a new position, such employee will be provided with written notice identifying the name of such employee's immediate supervisor, and the name of any person responsible for such employee's training.

(2) The Employer or his/her representative shall make known to the employee the duties he/she is to perform and from whom he/she is to receive his/her instructions.

**Section 7.2.** All employees may be regarded as probationary employees for the first ninety (90) calendar days of employment. Such probationary period may be extended by an additional thirty (30) days at the Employer's sole discretion. A probationary employee shall receive a written evaluation at the conclusion of the first sixty (60) days of the probationary period. Should the Employer decide to extend the probationary period beyond the first ninety (90) calendar days of employment, the Union shall be notified promptly in writing.

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.

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.

**Section 7.3.** (1) Whenever possible, the Employer shall fill temporary positions with current or future Local 537 members. Only if Employer is unsuccessful shall an outside employment agency be utilized.

(2) A temporary employee may replace an employee on sick leave, a leave of absence pursuant to Article 12 of this Agreement or a leave required for military or public health service for the duration of the leave. Temporary employees hired for any other purpose shall not work beyond three (3) consecutive months except that a thirty (30) day extension may be requested by mutual agreement no later than twenty (20) days

prior to the end of the three-month period. The Union must be notified in writing prior to the start of a temporary employee. Notification shall include projected start and end dates, and, where applicable, a description of the project, and number of employees assigned to the project.

(3) The Union, on a case-by-case basis, will waive any of the above if there is good cause (example: four months' leave of absence).

(4) The parties agree that the use of temporary employees will not be used to circumvent the hiring of regular full-time or part-time employees.

**Section 7.4.** Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except that sick leave, weekly wage guarantee, and vacation shall be figured on a pro-rata basis consistent with the time regularly employed each week. Temporary employees are not eligible for paid sick leave under the terms of this agreement but are eligible for paid sick leave as may be provided by law.

## **ARTICLE 8 - OVERTIME**

**Section 8.1.** (1) The employee shall not work overtime unless authorized in advance, in writing, by the Employer.

(2) If an employee has not worked his/her scheduled hours during the work week, eligibility for weekend overtime will be forfeited unless there are special needs as determined by the employee's supervisor.

**Section 8.2.** (1) Overtime shall be assigned to the extent practicable based on seniority within the department and on the employee's ability to perform the required overtime duties.

(2) Where practicable, a sign-in report sheet will be posted for overtime work assignments at least twenty-four (24) hours prior to said overtime assignments.

(3) In the event an employee does not report to perform assigned overtime work at the designated time, such employee shall forfeit the opportunity to work overtime on that day. A second failure to report to perform assigned overtime within thirty (30) days following the first such failure may result in a forfeiture of further overtime opportunity for a period of ninety (90) days.

(4) An employee who has signed up for overtime may remove his/her name at any time up to twenty-four (24) hours prior to the start of the overtime shift.

**Section 8.3.** Except as provided in Section 8.5 of this Article, overtime shall be paid for any and all work performed in excess of eight (8) hours per day, Monday through Friday at the rate of time and one-half (1½) starting with the ninth (9<sup>th</sup>) hour, for three and one-half (3½) hours, double time thereafter. Hours scheduled to be worked in excess of seven (7) but fewer than eight (8) in any workday Monday to Friday shall be paid at straight time and shall be scheduled by mutual agreement between the Employer and employee.



**Section 8.4.** At times other than stated in Section 8.3 above, overtime shall be paid at the following rates:

- (1) For work on Saturday: Time and one-half (1½) for the first seven (7) hours and double (2) time thereafter.
- (2) For work on Sunday: Double (2) time.
- (3) For work after 12 midnight on any day: Double (2) time.

**Section 8.5.** For employees engaged in ongoing projects (such as residuals check processing) which require that they work in excess of seven (7) hours per day at least once per week, overtime shall be paid beginning with the eighth (8<sup>th</sup>) hour, at the rate of time and one half (1½) for three and one-half (3½) hours and double time thereafter.

**Section 8.6.** Where practical, an employee will be provided a dinner period whenever the employee is required to work continuously resulting in an excess of two (2) hours or more of overtime. In the event a meal period is provided, the time spent for such meal period shall not be deemed as work time for any purpose hereunder.

**Section 8.7.** In the event an employee is unexpectedly called back to work after he/she has completed his/her scheduled hours, and, after leaving his/her place of employment, he/she shall be guaranteed three and one-half (3½) hours' pay at the double (2) time rate.

**Section 8.8.** When an employee is scheduled to return to work two (2) hours or more after the conclusion of the regular workday, said employee shall be guaranteed three and one-half (3½) hours' pay at the rate of time and one-half (1½) his/her regular hourly rate.

## **ARTICLE 9 - HOLIDAYS**

**Section 9.1.** (1) All employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

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

(2) Should any of these holidays fall on a Saturday, the observance shall be on the preceding Friday, and, if the holiday falls on Sunday, the observance will be on the following Monday.

(3) During the term of this Agreement, if Employer allows a holiday with pay to non-represented Employees that is not included in the list of holidays above, Unit employees shall be allowed that holiday on the same basis as, and for so long as, it is allowed to non-represented employees.

**Section 9.2.** Any employee required to work on a holiday as defined herein, shall be notified forty-eight (48) hours in advance. Any employee who works on a holiday or days observed as such, shall receive two and one-half (2½) times his/her regular hourly rate of pay.

**Section 9.3.** In the event any of the holidays enumerated in this Article 9, Section 9.1 (1) occur during the period of an employee's vacation, vacation time shall not be applied for that day.

**Section 9.4.** A temporary employee shall be paid for a holiday after fifteen (15) calendar days of employment if he/she has worked a regular shift and/or has used planned paid time off the day preceding and the day following the holiday.

**Section 9.5.** A regular part-time employee shall be paid for a holiday at his/her regular scale, if the holiday falls within the time regularly employed.

## **ARTICLE 10 - VACATIONS**

**Section 10.1.** (1) All regular and part-time employees shall receive vacations with pay as herein set forth. Newly hired employees are not eligible to take vacation until they have worked a minimum of ninety (90) days.

(2) Vacation will be accrued on a monthly basis on the first day of each month beginning in the second calendar month following the date of hire according to the schedule below ("Accrual Rate") and will be posted and made available at the time of monthly accrual.

(3) Employees may carry over accrued but unused vacation from a prior calendar year to the next. However, vacation days will cease to accrue when the employee reaches an Accrual Cap, as determined by the employee's years of continuous service. Employees will resume vacation accrual when the employee has taken vacation and their total accrued vacation days fall below the Accrual Cap again.

(4) Absence due to industrial injury or certified disability shall not break the continuity of continuous service for the purpose of vacation eligibility. To the extent permitted by law, vacation does not accrue during any unpaid leave of absence or any period an employee is receiving disability pay.

Years of Continuous Service	Number of Vacation Days Earned Per Year*	Accrual Cap
0-1	10	20
1-2	11	22

Years of Continuous Service	Number of Vacation Days Earned Per Year*	Accrual Cap
2-3	13	26
3-4	14	28
4-5	16	32
5-6	17	34
6-7	18	36
7-8	19	38
8-9	20	40
9-10	21	42
10-11	21.5	43
11-12	22	44
12-13	22.5	45
13-14	23	46
14-15	23.5	47
15-16	24	48
16-17	24.5	49
17-18	25	50
18-19	25.5	51
19 and above	26	52

\*The monthly Accrual Rate is one-twelfth 1/12<sup>th</sup> of the Number of Vacation Days Earned Per Year.

**Section 10.2.** Periods of paid vacation, paid sick leave, and paid holidays shall be considered as time worked in the computation of vacation credit.

**Section 10.3.** 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.

**Section 10.4.** Upon request and if the employee is scheduled to be off on pay day, vacation pay shall be paid in advance of the employee's vacation period on the employee's last day in the office, and shall be computed at the employee's regular straight-time rate in compliance with established SAG-AFTRA procedure.

**Section 10.5.** A regular part-time employee shall be paid vacation pay at scale on a pro-rata basis consistent with hours and length of employment with the Employer.

**Section 10.6.** In the event of a 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 11 - SICK LEAVE**

**Section 11.1.** (1) All regular employees shall be granted with pay twelve (12) days' sick leave per year accumulated at the rate of one (1) day per full month of employment from date of hire. All regular employees shall be credited with six (6) days' sick leave in advance at the beginning of each half-year (January 1<sup>st</sup> and July 1<sup>st</sup>). In the event the employee ceases to be employed before the end of the half-year, the Employer may dock the employee's final paycheck for any unearned sick leave taken.

(2) Sick leave shall be granted only in case of sickness or injury or as provided in (3) below. In addition to sickness or injury, employees may use their sick leave to care for the illness of family members as required by applicable California law. Use of sick leave for any other purpose will be considered an abuse of sick leave and may result in disciplinary action.

(3) All unused sick leave shall accrue from year to year, up to a maximum accrual of thirty (30) days to be used as needed with pay in case of prolonged illness.

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

(5) On January 1 of each year, each employee shall be credited with three (3) personal leave days.

Employees are not paid for unused sick leave either at the end of the calendar year or upon termination, however on January 1 of each year, a maximum total of four (4) unused, accrued sick days from the immediately preceding year will be converted to paid personal leave days to be used by the employee at any time or to be paid out upon termination. At any given year, an employee's personal leave bank is not to exceed seven (7) days.

**Section 11.2.** When an employee becomes eligible for either State Disability Insurance (SDI), Paid Family Leave (PFL), or Workers' Compensation benefits, the employee's sick time shall be used to fund the difference between the amount paid by SDI, PFL, or Workers' Compensation to the employee and the gross wages, minus applicable taxes and deductions that the employee would have received had she/he been fully employed. The Employer shall continue to apply the employee's sick time in this manner until the employee is no longer eligible for SDI, PFL, or Workers Compensation or until all of the employees accumulated sick time has been exhausted, whichever comes first.

## **ARTICLE 12 - EXTENDED SICK LEAVE**

**Section 12.1.** The extended sick leave policy is a cumulative provision to be applied over the course of the employment term; not renewed per contract term or per illness.

After five (5) consecutive workdays of absence, the employee will be paid extended sick leave compensation based on the length of continuous employment in accordance with the following schedule:

Completion of one (1) full year of employment	2 weeks
Completion of two (2) full years of employment	4 weeks
Completion of five (5) full years of employment	9 weeks
Completion of ten (10) full years of employment	12 weeks

**Section 12.2.** An employee shall be paid for the first five (5) full days of sickness or disability to the extent of his or her accumulated sick leave or other accumulated paid time off, if any. Thereafter, the disability coverage in accordance with the above formula will apply. After the expiration of the extended sick leave coverage, an employee's remaining accumulated sick leave or other paid time off may apply to cover any additional days of sickness or disability.

**Section 12.3.** Extended sick leave payments will be made in conjunction with other sickness or disability or worker's compensation payments made to the employee pursuant to SAG-AFTRA's workers compensation or disability insurance coverage, but only to the extent that combined they do not exceed the employee's regular take-home salary. In order to receive extended sick leave payments, the employee must apply and assert all efforts to receive such other coverage that may be in effect on behalf of the employee.

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

**Section 13.1.** The Employer shall grant leaves of absence to eligible employees as provided for by state and federal laws.

Employees shall be granted extended leaves of absence beyond the accumulation of paid sick leave. In order to qualify for this extended leave, the employee must meet the following conditions:

- (1) Must be regularly employed with the Employer for more than twenty-four (24) months.
- (2) Must be eligible for and receive State Disability Insurance (SDI) or Workers' Compensation payments.

Employees must apply for extended leave in writing. Upon granting of such extended leaves employees understand that the Employer is not obligated hereunder to grant more than six (6) months for any single leave of absence. Further, by mutual agreement, the leave of absence may be extended beyond the six (6) month period. In applying for such extended leave of absence, employee shall provide Employer with documentation certifying that the employee has qualified for State Disability Insurance (SDI) or Workers' Compensation benefits and shall provide Employer with a copy of each benefit check as

received. The cumulative maximum of extended disability based on length of employment is as follows:

<b>LENGTH OF EMPLOYMENT</b>	<b>MAXIMUM CUMULATIVE LEAVE OF ABSENCE</b>
2 – 3 Years	4 Months
3 – 5 Years	6 Months
5 – 10 Years	12 Months
More than 10 Years	15 Months
	Leave requests in excess of 15 months will be considered on a case by case basis

While on extended leaves, employees shall not forfeit seniority rights under this Agreement. Employees shall receive vacation credit during an unpaid leave of absence if he/she is receiving Workers' Compensation benefits. Vacation credits shall not accrue if the employee is receiving disability benefits. Employees will have no break in service for leaves of less than fifteen (15) consecutive months. If an employee is on a leave of absence for more than fifteen (15) months the employee will cease to accrue all benefits, including seniority.

**Section 13.2.** (1) In case of death in the immediate family (parents, step-parents, brother, sister, spouse, domestic partner, children, legally adopted children, children of current spouse, grandparents, grandchildren, mother-in-law, father-in-law), an employee shall be granted a leave of absence of five (5) workdays with pay. SAG-AFTRA will also recognize as a parent a person who has stood in place of an employee's parent and been charged with a parent's rights, duties, and responsibilities. "Domestic Partners" for purpose of this section shall be limited to a primary, affection relationship with an individual occupying the same residence.

(2) Bereavement leave is not to be charged against sick leave. However, permission to apply sick and/or vacation time to extend the bereavement leave, where necessary, will not be unreasonably withheld.

(3) Upon returning from bereavement leave, the employee will be required to complete a standard form, giving information regarding dates absent, and relationship to the deceased.

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

**Section 13.4.** Jury Duty is a vital part of good citizenship; therefore, the Employer will provide up to ten (10) days of jury duty pay within one (1) calendar year. The employee

will be compensated by payment of an amount equal to the difference between jury duty pay and regular salary.

In the event the needs of the office are such that the employee cannot serve, he/she will cooperate with the Employer in appealing or postponing his/her call to jury duty.

**Section 13.5.** (1) An employee who has been granted a leave of absence in accordance with the provisions of this Article, shall return to his/her regular job at the rate then current for the classification, providing that the Employer shall have no obligation to return the employee to such job if the leave of absence exceeds six (6) consecutive months, unless otherwise required by law. In such event, Employer shall, however, make every effort to return such employee to a comparable job. However, all employees shall be guaranteed a job at the same rate of pay.

(2) No Warning Notification will be given to an employee who fails to return to work at the expiration of an approved 'leave of absence'. Two (2) consecutive days' absence, after the expiration of an approved leave of absence, shall be deemed an abandonment of employment and voluntary termination.

#### **ARTICLE 14 - HEALTH COVERAGE**

The Employer shall provide comprehensive health and dental coverage to its regular employees and their eligible dependents pursuant to the terms and conditions of the SAG-AFTRA Health Plan ("Health Plan"). Employees' participation in the AFTRA Retirement Plan shall be separately governed by Article 18 of this Agreement. Details of the Plan are provided separately to each employee. The Employer shall make every reasonable effort to notify the Union of changes to the Health Plan in a prompt and timely fashion.

#### **ARTICLE 15 - LONG TERM DISABILITY INSURANCE**

The Employer shall provide bargaining unit members group life and long-term disability benefit plans equivalent to the non-represented Los Angeles employees. This benefit will be provided to the extent Employer provides such benefit to non-represented Los Angeles employees.

#### **ARTICLE 16 - DENTAL COVERAGE**

The Employer shall provide a Dental Plan secondary to the dental provisions of the SAG-AFTRA Health Plan for each employee and his or her eligible dependents. Other than applicable deductibles, there shall be no additional charge to the employee. Details of the Plan are provided separately to each employee.

#### **ARTICLE 17 - VISION COVERAGE**

**Section 17.1.** The Employer agrees to provide Vision Coverage through the Office and Professional Employees International Union Locals 30/537 Health & Welfare Trust Fund for the sum of twenty (\$20.00) dollars per month, per employee. Such contribution will be made on behalf of each regular full-time and regular part-time employees.

**Section 17.2.** The Employer shall have the option with no less than thirty (30) days' notice at any time, to terminate its participation in the vision coverage set forth in Section 17.1 above provided the equivalent benefits are provided through another plan at no cost to the employee.

## **ARTICLE 18 - PENSION-RETIREMENT FUND**

The Employer shall continue to provide pension coverage for regular employees who qualify pursuant to the terms of the Screen Actors Guild - Producers Pension Plan or AFTRA Retirement Plan, as applicable. Employees hired after the effective date of this Agreement, will be assigned to the SAG Pension by the Employer at the time of hiring. Details of the Plan are provided separately to each employee. The Employer shall make every reasonable effort to notify the Union of changes to the Pension Plans in a prompt and timely fashion. Employer shall have the discretion to offer employees currently covered by the AFTRA Retirement Plan the option to opt into the SAG Pension Plan annually during the open enrollment process.

## **ARTICLE 19 - SENIORITY**

**Section 19.1.** 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 19.2.** Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (1) If the employee quits;
- (2) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (3) If an employee who has been laid off fails to report within ten (10) business days from date of notice and does not provide satisfactory reason. Employer will make a good faith effort to notify employee by telephone within twenty-four (24) hours of mailing notice.

## **ARTICLE 20 - LAYOFF**

**Section 20.1.** For all purposes under this Agreement, layoff shall be the separation of a regular employee from the active payroll due to a reduction in the workforce.

**Section 20.2.** Layoffs shall be made in accordance with the following rules, providing the employees who remain on the payroll are able to perform the remaining work:

- (1) Newly hired probationary employees within the classification and within the department affected shall first be laid off.



(2) Newly transferred employees on probation in the classification will next be returned to their former classification. Part-time employees within the department affected shall be laid off next.

(3) The least senior regular employee then remaining in the department and classification which is being reduced will be next laid off.

(4) Employees being laid off shall have the right to displace the least senior employee within SAG-AFTRA in a lateral classification provided that the displacing employee is able to perform the job. Employees with more than three (3) years seniority shall have the additional right to displace the least senior employee SAG-AFTRA in a lower classification in which the displacing employee is able to perform the job.

**Section 20.3.** A regular employee who has completed the probationary period and who is laid off by the Employer for reasons other than cause shall receive a minimum of two (2) weeks' pay. Such employees having over two (2) years of employment shall receive one (1) weeks' pay per year of employment, up to a maximum of ten (10) weeks. If applicable, one-half (½) week's pay for each additional completed year of paid employment beyond first ten (10) years.

**Section 20.4.** Any severance payable under this Article is conditioned upon the employee's execution of a separation and release agreement acceptable to SAG-AFTRA.

## **ARTICLE 21 - RECALL**

**Section 21.1.** 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 21.2.** 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 - Layoff and to the classification held prior to layoff.

**Section 21.3.** An employee shall be eligible for recall during the twelve (12) month period following layoff subject to the following rules:

(1) The employee shall be notified of recall by certified mail or email, addressed to him/her at the last address filed by him/her with the Employer.

(2) The employee shall advise the Employer within forty-eight (48) hours (Saturday, Sundays, and Holidays excluded) following receipt of notification whether or not he/she will return to work.

(3) The employee shall return to work when directed or in no event later than ten (10) business days from date of notice. Employer will make a good faith effort to notify employee by telephone within twenty-four (24) hours of mailing notice.

**Section 21.4.** The Employer may at its discretion mail an "availability questionnaire" to an employee on layoff in order to determine whether the employee is available for recall.

The employee shall respond to the questionnaire on the form provided by the Employer within five (5) days following receipt of the "availability questionnaire." Employees who indicate they no longer are available for recall, or who fail to respond to the questionnaire shall be removed from the seniority list.

**Section 21.5.** If the failure to comply with the rules set forth in Section 21.3 or to reply to the questionnaire as provided in Section 21.4, is due to circumstances beyond the control of the employee, then the employee may, upon application and satisfactory proof of such circumstances, be reinstated on the seniority list and remain eligible for future recall.

**Section 21.6.** An employee recalled to his/her classification held prior to layoff shall receive his/her former rate of pay and, in addition, any wage increases which were applied to his/her job classification during the period he/she was on the recall list.

**Section 21.7.** 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.

**Section 21.8.** An employee recalled to a classification other than the one held prior to layoff may refuse such recall. The employee may also indicate at time of layoff or on the "availability questionnaire" that he/she does not desire recall to classifications other than the one held prior to layoff.

**Section 21.9.** An employee who refuses recall as provided in Section 21.8 above, or who does not choose to displace into a classification under the provisions of Article 20 - Layoff, shall forfeit recall right to such classification, but shall remain on recall to the classification held prior to layoff.

## **ARTICLE 22 - JOB POSTING**

**Section 22.1.** Any posted positions in the organization will be available for review by all staff, including unit members. The Union will be sent an email notification that a vacancy has been posted. Notices shall be posted for a period of not fewer than ten (10) working days. This notice will include job title, labor grade, and a brief description of the job duties, including qualifications and necessary skills. Bargaining unit members who meet the minimum qualifications as set forth in the job posting will receive priority consideration for bargaining unit positions. Employer reserves the right to select the most qualified applicant for the position. Testing of internal applicants will be administered prior to the hiring manager interviewing applicants from outside sources. Testing, when required, qualifies the employee for further consideration.

**Section 22.2.** (1) Promotion within the bargaining unit shall be made on the basis of qualifications amongst all applicants for the position who have met minimum skill level contained in the job posting. Such qualifications may include interpersonal skills and most recent performance assessment. Employer agrees that any absences covered by vacation or holiday leave cannot be used against an employee when applying for a new position.

In the event two or more applicants have met the minimum qualifications set forth in the job posting, seniority shall be one of the factors considered, but shall not alone be determinative, overall skills and abilities will be taken into consideration.

(2) Within a department, when a position of a higher classification becomes available for more than three (3) days, employees in that department who are qualified and eligible employees shall have the opportunity to temporarily fill the position at the higher rate of pay. For periods under three (3) days, standard upgrade as described in Article 5, Section 5.8 will apply.

(3) The Employer must send by email or other mutually agreed upon means to the Union all job vacancies within the bargaining unit in accordance with the guidelines established in Article 22, Section 22.1. The Employer will provide a list of every employee hired out of seniority, provided, however, that such list shall not include the name of any such employee who has not authorized the disclosure of such information. The Union shall have the right to review the skills' test scores of all applicants for a position when the position is filled out of seniority.

**Section 22.3.** An employee, who is promoted to a higher position, shall receive the minimum of the new job classification recognizing length of service and any previous merit raise.

**Section 22.4.** All employees so promoted shall be placed on the higher rated job for a probationary period of not more than forty-five (45) calendar days (extendable by thirty (30) calendar days upon agreement between Union and Employer) and shall receive the above stated increase effective with the first date of employment in the new position. Employees so promoted or transferred shall receive an evaluation no later than thirty (30) days following the effective date of the promotion or transfer. In the event the employee does not successfully pass the probationary period, such employee shall be given his/her former position if such position is open. If the former position is not open, the employee may be assigned to any open position until the former position is open. The employee shall retain the former rate of pay and all seniority. Employees who do not successfully complete the probationary period can file a complaint under the grievance procedure.

**Section 22.5.** An employee who bids for and is accepted on a new job will not be eligible to bid on another job for a six (6) month period thereafter.

**Section 22.6.** (1) The Employer may not implement changes to job descriptions until the Union and the Employer reach agreement, unless the Union fails to respond with specific objections within fifteen (15) calendar days of the date of notification.

A summary of each classification will be included in (Exhibit "B")

(2) The Employer may not implement changes to existing tests until after the Union has had an opportunity to review and comment on the changes, unless the Union's comments are not received within fifteen (15) calendar days of the date of notification.

All employees shall be entitled to take a specific skills test at a mutually agreed upon time, whether or not a then current job opening has been posted. The results of such skills test shall be maintained in the employee's personnel file and the results shall be utilized as the basis for evaluating such employee in the event he/she applies for a specific job opening without the requirement for re-testing. In addition, a skills test that has been passed, shall be considered valid for up to five (5) years unless job requirements, testing material and/or testing requirements have changed.

(3) **Testing Guidelines.**

The following tests are administered as required for an open position:

(a) Basic Office Skills, Microsoft Word, Microsoft Excel. A passing score is seventy-six percent (76%). The test may be taken a second time, if failed the first try.

(b) Typing test at 35 words per minute (wpm). The test can be taken a second time, provided that the candidate scored between 32 wpm and 34 wpm on the first test.

(c) Writing Sample. No more than three (3) errors allowed; can only be taken once.

(d) Customer Service Audio Proficiency Test. A passing score is seventy-six percent (76%); can be taken only once.

(e) Customer Service Proficiency Test. A passing score is seventy-six percent (76%). The test may be taken a second time, if failed the first try.

(f) 10-Key Proficiency. A passing score is eighty-five percent (85%). The test may be taken a second time, if failed the first try.

(g) Bookkeeping. A passing score is seventy-six percent (76%). The test may be taken a second time, if failed the first try.

All of the above tests can be taken again after three (3) months if failed the first round. Only the tests that are applicable to an open position are to be administered to applicants.

## **ARTICLE 23 - TECHNOLOGICAL CHANGES**

**Section 23.1.** In the event of proposed technological changes, such as the introduction of automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

**Section 23.2.** Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit.

**Section 23.3.** In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to work together with the Union to provide, where possible, training programs for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

## **ARTICLE 24 - DISCIPLINE**

**Section 24.1.** Certain offenses are not subject to progressive discipline because of their nature and, in particular, their degree of seriousness. These include, but are not limited to, insubordination which is defined as: “failure by the employee to carry out a direct order” (excluding orders that are either illegal or unsafe) and willful violation of department or SAG-AFTRA written policies and procedures, receipt of which has been acknowledged in writing by the employee. In addition, they include malicious destruction of property, theft, disclosure of membership and SAG-AFTRA confidential information; abusive and/or offensive language, selling, buying or possession of illegal drugs and/or alcohol, possession of weapons, and any act or threat (i.e. representation of intent to commit physical violence) of physical violence.

**Section 24.2.** 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 as follows:

First Warning	Verbal with written confirmation
Second Warning	Written
Third Warning	Final written with up to three (3) unpaid days’ suspension
Fourth Warning	Termination

**Section 24.3.** The employee shall have the right to the presence of a Union steward during all disciplinary conferences. The employee may respond, in writing, to all charges, which response will be placed in the employee’s personnel file. The Employer shall sign all written responses of employee in connection with such disciplinary action as an acknowledgment.

**Section 24.4.** The employee is required to sign all writings issued in connection with disciplinary action. The signature only acknowledges receipt of the writing, not necessarily agreement with its contents. The employee will receive a copy of each such writing.

## **ARTICLE 25 - GRIEVANCES AND SETTLEMENT OF DISPUTES**

Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation and application of any provision of this Agreement shall be arbitrable and shall be processed in the following manner:

**Section 25.1.** The grievance must be presented in writing to People & Culture within ten (10) working days after the occurrence which gives rise to the grievance unless circumstances beyond the control of the employee prevent such filing. Grievances not filed timely shall be deemed waived.

**Section 25.2.** The parties will make a good faith effort to resolve the grievance without resort to arbitration. The employee and the immediate supervisor shall be present during discussion of the grievance. Any settlement must be in writing and signed by representatives of both the Union and the Employer.

**Section 25.3.** In the absence of satisfactory resolution, the grievance may be submitted by either the Union or the Employer to either State or Federal Mediation Conciliation Service(s). This must be accomplished within forty-five (45) calendar days after the written grievance is submitted to the Employer.

**Section 25.4.** In the absence of satisfactory resolution after mediation and within ten (10) calendar days of the mediation (or within forty-five (45) calendar days after the written grievance is submitted to the Employer if the grievance is not submitted to mediation), either the Union or the Employer may request arbitration. This request shall be made in writing, and the other party to the dispute may file a written response within ten (10) calendar days of receipt of the request.

**Section 25.5.** The parties shall attempt to agree upon an arbitrator to hear the grievance. If agreement is not reached within ten (10) calendar days of receipt of the request for arbitration, a list of arbitrators, containing an odd number of names shall immediately be requested from the Federal Mediation & Conciliation Service (FMCS). Each party shall alternately strike one name from the list until one arbitrator is left who shall be appointed the arbitrator in the proceedings. The party to strike first will be determined by coin toss. In the event that the selected arbitrator cannot provide an acceptable hearing date within thirty (30) calendar days of the date of appointment, the last arbitrator whose name was stricken shall be appointed. The remaining arbitrators in the reverse order of their being stricken from the list will be asked to serve, until one can provide a hearing date within thirty (30) calendar days of appointment. Should one party fail to participate in the selection process, the other party may unilaterally select an arbitrator from the FMCS list. Should one party fail to participate in the arbitration itself, the hearing shall proceed.

**Section 25.6.** The arbitration award will be issued within twenty (20) calendar days of submission. The arbitrator's decision shall be in writing, final, and binding on all parties.

**Section 25.7.** The Union shall represent the employee in all arbitrations, and it shall be in the sole discretion of the Union whether or not the employee's grievance shall be brought to arbitration. The cost of the arbitrator, if any, shall be shared equally by the parties.

## **ARTICLE 26 - DISCHARGE**

**Section 26.1.** The Employer shall not discontinue the services of any employee except for just and sufficient cause and shall not discriminate against any employee because of his/her union activities.

**Section 26.2.** The Employer agrees to advise the Union, if requested, in writing of any discharge and the reasons, therefore.

**Section 26.3.** The Union shall have the right to question, utilizing the procedure set forth in Article 25 - Grievances and Settlement of Disputes, the propriety of any action on the part of the Employer that results in the dismissal or discipline of any employee.

**Section 26.4.** Any employee who has been disciplined or discharged, and who is subsequently exonerated, shall be returned to the Employer's employ at the rate of pay equal to the employee's rate prior to discharge. The Employer will place the employee in the same position or in a position reasonably similar to the position that the employee filled prior to discharge depending upon availability. The return to employ shall be without prejudice or loss of seniority, and the employee shall be compensated for any loss in wages and benefits, to the extent that the providing of such benefits is within the control of Employer. All of the above may be modified by agreement of the Employer and Union or by order of the arbitrator.

### **ARTICLE 27 - SEPARATION**

**Section 27.1.** An employee intending to resign shall give the Employer two (2) weeks' notice of such intention.

**Section 27.2.** Employees discharged for just and sufficient cause shall forfeit the two (2) weeks' severance pay outlined in Article 20 - Layoff.

### **ARTICLE 28 - NON-DISCRIMINATION**

The parties hereto reaffirm their commitment of a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis of sex, gender identity, race, color, religion, national origin, age, marital status, disability, or sexual orientation, in accordance with applicable State and Federal law.

### **ARTICLE 29 - SAFETY AND HEALTH**

**Section 29.1.** The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

**Section 29.2.** The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

### **ARTICLE 30 - UNION LABEL**

The privilege of using the Union label shall be extended to all employees 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 31 - 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 32 - 401(K) PLAN**

Employees covered hereunder shall be entitled to participate in the same 401(K) program offered to all other SAG-AFTRA employees, and shall be entitled to matching at such time as Employer implements a matching program for all employees.

### **ARTICLE 33 - NO STRIKES OR LOCKOUTS**

**Section 33.1.** During the term of this Agreement, neither the Union collectively nor the employees individually, will engage in any work stoppages, picketing, sympathy strikes, or any other form of economic action.

**Section 33.2.** During the term of this Agreement, the Employer will not lock out any of the employees covered hereunder.

### **ARTICLE 34 - 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; and 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. Employer shall make reasonable efforts to furnish the Union with copies of changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, five (5) regular workdays before such changes become effective.

### **ARTICLE 35 – QUALITY ASSURANCE & TRAINING**

Employee communications and computer use made in support of SAG-AFTRA, may be recorded or monitored by Employer, and Employer may make use of the recorded communications for training purposes and other purposes Employer deems necessary.

### **ARTICLE 36 - EDUCATION/TRAINING**

The Employer's policy with respect to non-represented employees shall also apply to employees covered hereunder. Consistent with such policy, Employer will consider



reimbursement for seminars, training sessions, or classes that are directly related to expanding the relevant knowledge of any employee in his/her job. Such reimbursement is at the discretion of the head of People & Culture or his/her designee and must receive prior approval before the educational program is undertaken. Should the Employer modify or discontinue such policy with respect to exempt employees, such modification or discontinuance shall also apply to employees hereunder. Employer's determination as to the appropriateness of such educational program shall be at Employer's sole discretion.

**ARTICLE 37 - TERM OF AGREEMENT**

This Agreement shall be in full force and effect from October 1, 2019 through September 30, 2022 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 September 30, 2022, 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:**  
SAG-AFTRA

**FOR THE UNION:**  
OPEIU Local 537

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Will Bensussen  
Deputy General Counsel

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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” - MINIMUM WAGE RATES**

It is expressly agreed that the minimum wage scales are intended as minimums only and nothing herein should be construed as to prevent an employee from: obtaining a wage above the minimum; receiving an increase in pay before the contractual increase; or being promoted during the contract term.

<b>Job Classification</b>	<b>Minimum Hourly Rate</b>
RECEPTIONIST	\$20.00
MAILROOM CLERK	\$20.00
AGENCY REPRESENTATIVE	\$20.00
RESIDUALS PROCESSING SPECIALIST	\$20.00
PAYMENT PROCESSING COORDINATOR	\$20.56
ADMINISTRATIVE COORDINATOR	\$20.56
DOCUMENT COORDINATOR	\$20.56
INFORMATION MANAGEMENT COORDINATOR	\$20.56
MEMBERSHIP SERVICES REPRESENTATIVE	\$20.56
ACCOUNTING REPRESENTATIVE	\$22.00
ADMINISTRATIVE ASSISTANT	\$22.00
CONTACT CENTER REPRESENTATIVE	\$22.00
DOCUMENT TECHNICIAN	\$23.13
ESTATES COORDINATOR	\$23.13
SENIOR ADMINISTRATIVE ASSISTANT	\$25.00
RESEARCH ASSISTANT	\$27.28
WORKFLOW COORDINATOR	\$27.28

**Section A.1.** Effective January 1, 2020, employees shall receive a three percent (3%) salary increase or a one-time salary adjustment as set forth in Exhibit C.

Effective October 1, 2020, a three percent (3%) wage increase for all current employees.

Effective October 1, 2021, a three percent (3%) wage increase for all current employees.

New employees hired before October 1 of each contract year, shall receive a proration of the upcoming year’s contractual increase.

**Section A.2.** Recognition Bonus. Starting October 1, 2019, October 1, 2020, and October 1, 2021, those employees who reach an anniversary of 10, 15, 20, 25, or 30 years of service in the 12 months preceding, and are still employed in the bargaining unit at SAG-AFTRA on October 1, will receive a one-time recognition bonus.

10 years of service	=	\$1,000.00
15 years of service	=	\$1,375.00
20 years of service	=	\$2,075.00

25 years of service	=	\$2,500.00
30 years of service	=	\$3,050.00
35 years of service	=	\$3,500.00

Only employees who, as of October 1, 2016, have eight (8) or more completed years of service and have qualified performance assessments are eligible to receive this benefit. Qualified is currently designated as overall “at target/effective” or above.

**Section A.3. BI-LINGUAL SUPPLEMENT**

If employees are required and designated by the Employer to use a language other than English in the course of their regular duties, the Employer shall compensate the employees an additional three percent (3%) of the regular wage. Such designation shall be determined by the Employer, with the intent that such designation shall reflect the regular use of such language more three (3) days per week.

## **EXHIBIT “B” - JOB DESCRIPTIONS**

\*Changes in Exhibit A will be reflected in Exhibit B upon restructuring of job descriptions in Exhibit B.

### **Receptionist**

Assists visitors and members, accepts and processes courier deliveries and maintains reception/lobby area. Duties also include, but are not limited to, assisting in phone calls, directing members to appropriate people/departments and handling general inquiries. Other clerical work may be included as part of job duties. Must be able to type 35 WPM. Other duties in accordance with job responsibilities.

### **Data Information Processing Clerk**

Must be able to operate a computer, fax machine, printer, photocopier, and other general office equipment. Must be able to type 35 WPM. Duties may include, but are not limited to, data entry, some research as necessary, routine correspondence, maintain and update files, handle inquiries by phone or in person.

Must be able to operate postage meter. Processes all outgoing residuals related mail. Maintains necessary records and books for proper internal control and accounting. Must be able to operate a computer. Sends residual statement reports to performers and compiles other data and report when applicable. Must be knowledgeable in mailroom processes, standard post office, and various delivery service requirements. Must be able to work under critical deadlines, maintain maintenance of office equipment. Position requires a significant amount of standing, lifting, and reaching. Other duties in accordance with job responsibilities.

### **Agency Representative**

Handles phone inquiries regarding agency and member contact information. Processes contract information and relevant data into system. Must be able to understand contract terminology and have familiarity of franchise agency list. Reviews data for errors and agency information. Prepare documents for scanning purposes. Other duties include but are not limited to, correspondence, filing, faxing, copying, etc. Must be able to type 35 WPM. Other duties in accordance with job responsibilities.

### **Residuals Processing Specialist**

Must be able to operate a computer, fax machine, printer, photocopier, and other general office equipment. Must be able to type 35 WPM. Duties may include, but are not limited to, processing residual checks, data entry, some research as necessary, routine correspondence, maintain and update files, handle inquiries by phone or in person. Other duties in accordance with job responsibilities.

### **Mailroom Clerk**

Sorts and distributes all mail. Must be able to operate postage meter. Is responsible for receiving all items purchased. Processes all outgoing mail. Runs errands for mail pick up. Maintains necessary records and books for proper internal control and accounting. Must be knowledgeable in mailroom processes, standard post office, and various delivery service requirements. Must have a valid California Driver's License and automobile insurance. Other duties in accordance with job responsibilities.

### **Administrative Coordinator**

Assists and/or relieves direct supervisor and/or Business Rep. of administrative duties. Duties may include, but are not limited to, answering phones, typing contracts and correspondence, filing, faxing, and note taking. Additional duties may include some research. Must have good customer service skills along with interpersonal, communication, oral, and written skills. Must be able to use Microsoft Word and Excel, and be able to navigate the internet when necessary. In addition, Secretary must be able to perform other duties described for General Clerk and Data Information Processing Clerk. Must be able to type no less than 35 WPM. Other duties in accordance with job responsibilities.

### **Information Management Coordinator**

Individualized and specialized responsibility for specific job and department function. Must have good interpersonal skills and be able to effectively communicate. Must have good organizational, oral, and written skills. Ability to multi-task, work well under pressure, and create correspondence when necessary. Must have working knowledge of Word and Excel. Must be able to effectively work independently. Duties may include, but are not limited to, filing (manually and electronically), maintenance of records, correspondence, answering telephones, operating office equipment, and processing paperwork. Must be able to type 35 WPM. Other duties in accordance with job responsibilities.

### **Membership Services Representative**

Updates computer records managed by member services. Maintains files manually and electronically for membership services. Duties may include, but not limited to, creating correspondence, answering questions via phone and emails pertaining to membership eligibility, appointments, member status, leniency requests, and work clearance. Processes work clearance requests. Mails out, processes and reviews membership applications. Must type 35 WPM. Must be able to work on PC applications, have good interpersonal, customer service, and multi-tasking skills. Other duties in accordance with job responsibilities.

### **Payment Processing Coordinator**

Responsible for receipt of all member payments and fees. Duties may include, but are not limited to, balance and posting payments, maintaining all member payment information via online system, and ensuring payment received from member is correct. Must have good interpersonal skills. Will interact with members and answer all member payment related inquiries. Must be able to use web applications and Microsoft Outlook programs. Must also know 10-Key by touch. Must be able to type 35 WPM. Other duties in accordance with job description.

### **Document Coordinator**

Prepares documents and back up scanning for Document Technician. Responsible for processing documents for pre-scan preparation. Must be able to research, organize, process, and categorize documents from various departments. Processes documents for indexing and quality control. Must have basic and intermediate knowledge of Word and Excel. Must have a strong understanding of document preparation and scanning requirements. Must have adequate skills and knowledge of Windows Imaging, Imagistick Tiff viewer, Bell & Howell 8100B scanner and Adobe Acrobat. Must be able to multi task and have excellent organizational skills. Must be able to type 30 WPM. Other duties in accordance with job responsibilities.

### **Workflow Coordinator**

Performs duties in connection with various aspects of directing workflow. Ability to function in capacity to perform all tasks related to: researching, organizing, troubleshooting, training new staff, utilizing standard office equipment, scheduling and report distribution. Requires knowledge of basic computer functions and software such as Word. Must be able to type 30 WPM. Some WC positions may require a higher WPM count. Must have excellent interpersonal, written, verbal, and organizational skills. Must have good customer service and interpersonal skills and be able to work well under pressure. Must be able to work independently and multi-task well. Other duties in accordance with job responsibilities.

### **Accounting Representative**

Performs duties in connection with various aspects of finance and/or payroll. Ability to function in capacity to perform all tasks related to: bank deposits, accounts payable, accounts receivable, Producer deposit accounts, payroll, bank reconciliation, general ledger analysis, and special projects. Requires knowledge of Excel, Word, 10 Key by touch, and online financial systems. Must have excellent written, verbal, and organizational skills. Must be able to type 35 WPM. Other duties in accordance with job description including filing, maintenance, and compliance regulation.

### **Document Technician**

Responsible for scanning document batches and is assigned to complete batches for indexing and quality control. Responsible for accuracy and quality of all documents prepared. Performs weekly preventative maintenance on all scanners installed. Must have strong understanding of production scanning, scanner maintenance, and Captiva InputAccel, and Windows Imaging. Must be able to multi task and have excellent organizational skills. Must be able to type 30 WPM. Other duties in accordance with job responsibilities.

### **Research Assistant**

Works independently and takes initiative in assisting in developing statistical reports. Analyzes trust reports and researches information via Lexis Nexis and the Internet. Cross references data with industry publications and databases. Researches and prepares documents and requests payments where applicable. Maintains records and compiles data. Other duties as assigned. Must have excellent oral and written communication skills and a high level of computer literacy. Must be able to type 35 WPM. Other duties in accordance with job responsibilities.

### **Administrative Assistant**

Works independently and takes initiative in correlating and alleviating the workload of the Supervisor and/or Business Representative. Researches and prepares reports and memoranda as needed. Assists in all organization and maintenance of the department. Assists with special projects, takes notes when needed, composes correspondence, inputs and retrieves computer data, handles phones and mail, schedules and sends meeting notifications, and other secretarial related duties. Must have excellent oral and written communication skills and work well under pressure. Must type 35 WPM. Other duties in accordance with job responsibilities.

### **Customer Service Representative**

Provides producers, members, and their representatives with information regarding SAG-AFTRA Agreements. Answers inquiries and investigates and routes potential claims to appropriate areas. Problem solving and troubleshooting in the following areas: Cashing functions including billing inquires, accepting payments, payment disputes. Membership functions including station 12/cast clearance, eligibility status, new member inquiries, Taft Hartley inquiries. Residuals processing functions including Residuals payment status, lost/missing payments, filing for potential claims. Effective multitask, handle email, web chat, and phone inquiries simultaneously. Various special projects, research, and other duties as assigned.

## **Floater**

The Guild supports the concept of a “Floater” position on staff and, in fact, has a history of having such positions, although they are not reflected in the current contract.

We believe there should be the opportunity to establish floater positions wherein an individual would be paid at the highest classifications of work he/she would be expected to perform and where the individual could be utilized for duties he/she was able to perform within the same or a lower classification.

This is in no way intended to avoid hiring a permanent employee where one is needed, but rather to have the capability within the staff to handle special projects, seasonal fluctuations of work volume, and unexpected emergencies.