



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Rothner, Segall and Greenstone

January 1, 2019
to
December 31, 2021



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This Agreement made and entered into at Los Angeles, California, December 19, 2019, by and between the Rothner, Segall and Greenstone, hereinafter referred to as the “Employer” and Office and Professional Employees International Union Local 537, 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 recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours, and working conditions of all full-time regular clerical and secretarial employees of the Employer, excluding all part-time employees, professional employees, law clerks, outside paralegals, confidential employees, supervisory, and management employees, as defined by the National Labor Relations Act.

The Employer and the Union agree that courtesy in communications is an essential element of a harmonious work environment at Rothner, Segall & Greenstone. To that end, supervisory, management and exempt employees as well as bargaining unit employees, are expected to treat each other, regardless of position or profession, with dignity, respect, courtesy and trust.

ARTICLE 2 - UNION SECURITY

SECTION 2.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the 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, 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 date of execution, shall upon becoming regular employees or on the thirty-first (31st) day following the beginning of such employment, whichever is later, become and remain members in good standing in the Union. Upon written notice from the Union that an employee is not in good standing, the Employer shall terminate that employee forthwith, unless such action conflicts with State or Federal Laws. The Union shall hold the Employer harmless for any damage incurred by the Employer as a result of the Employers compliance with this Article.

SECTION 2.2. When a position is to be filled, the Employer shall first notify the Union of the existence of such a position and provide members of the Union an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. 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.

SECTION 2.3. DUES CHECKOFF

(A) The Employer shall deduct from the first (1st) pay check of each month and turn over to the Union on or before the 20th day of the month following that in which the deductions or collections are made for the duration of this Agreement, initiation fees and/or dues of such members of the Union as individually and voluntarily authorized in writing, such authorizations to comply with the Labor Management Relations Act of 1947. The Employer shall submit to the financial officers of the Union a monthly record of those employees from whom deductions or collections have been made.

(B) At the time of hire, the Employer shall inform new employees of the provisions of this Agreement.

ARTICLE 3 - SUBCONTRACTING

All worked described in this Agreement or performed by the bargaining unit employees is hereby recognized as bargaining unit work. Bargaining unit work shall not be subcontracted or performed by non-bargaining unit employees.

ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME AND FULL-TIME EMPLOYEES

SECTION 4.1. Full-time non-professional employees are secretarial and clerical employees who are scheduled to work no less than thirty-two and one-half (32.5) hours per week on a regular basis.

SECTION 4.2. Probationary employees are all newly hired individuals and any individual re-employed following such a period of unemployment with the Employer which would have terminated seniority rights under this Agreement. Such employees shall be considered probationary employees during the first one hundred eighty (180) days of their employment, unless prior to the end of such period the Employer notifies the employee and the Union in writing of assignment to regular status.

SECTION 4.3. Regular employees are those who have completed one hundred eighty (180) days of continuous employment with the Employer in one of the regular job classifications covered by this Agreement or who have otherwise completed the probationary period to the complete satisfaction of the Employer. No employee shall be a regular unless the employee receives written notice of such regular status from the Employer. Relief, emergency, or temporary employees are not regular employees. Following one-hundred eighty (180) days of continuous employment, an employee shall be considered a regular employee and shall be entitled to all the benefits of the contract from the date of employment.

SECTION 4.4. Temporary employees are individuals employed to substitute for one or more employees who are ill, on vacation, or on leave of absence, and whose term of employment usually will terminate within forty-eight (48) hours of the return to work of the regular employee who was ill, on vacation, or on leave of absence, or who are summer employees who may be employed for the normal vacation months without specific

scheduling to the vacations of regular employees, or an individual whom the Employer does not intend to employ for a period of more than one-hundred eighty (180) days. These employees are not covered by the terms of this Agreement. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

ARTICLE 5 - SAFETY AND HEALTH

SECTION 5.1. Safe Working Conditions: The Employer agrees to abide by all provisions of the State and Federal occupational Safety and Health Acts.

SECTION 5.2. Video Display Terminals:

(A) The Employer agrees to abide by all federal, state, and local laws and regulations regarding the use, location, and maintenance of video display terminals (“VDTs”).

(B) In addition to regular meal and rest periods, the Employer will allow employees using VDTs to periodically move about.

(C) Windows in the rooms where VDTs are used shall have blinds or drapes.

(D) VDTs shall be spaced as far apart as practical.

(E) When special prescription glasses are required for VDT work, they shall be paid for by the Employer.

(F) A pregnant VDT operator shall be entitled to a leave of absence of up to eleven (11) months, until she is able to return to work, at which time she shall be entitled to return to the next available position with no loss of seniority or benefits, provided an opening occurs within three (3) years of the initial leave date.

(G) A Health and Safety advisory committee composed of one (1) principal selected by the Employer and one (1) representative selected by the Union shall be established to consult on VDT and other Health and Safety matters. The Employer will grant reasonable requests by the employee committee person to investigate Health and Safety matters, provided that time spent on such investigation shall not ordinarily exceed two (2) paid hours per month.

ARTICLE 6 - HOURS OF EMPLOYMENT

SECTION 6.1. The regular workday for full-time employees shall be seven (7) hours with one (1) hour for lunch. Working schedules shall be between 8:00 am and 6:00 pm Full-time employees shall be entitled to one (1) hour meal period during each continuous six (6) hours of work. When an employee is required to work three (3) overtime hours beyond the normal workday, the employee will be furnished one-half hour for dinner with pay. When an employee is required to work five (5) overtime hours, either on a week day or on a weekend, the employee shall be given a \$12.00 meal allowance.

SECTION 6.2. Tardiness shall be deducted from the employee's accrued vacation or sick leave, made up at the end of a shift, or made up during an employee's lunch hour, at the option of the Employer.

(A) Excessive tardiness shall result in discipline. The Employer's refusal to permit employees to make up tardiness at the end of the shift or during the lunch hour shall be subject to the grievance procedure, but not the arbitration procedure contained in Article 14.

SECTION 6.3. The lunch period shall be one (1) hour. Employees shall receive two (2) ten-minute rest periods each day, one (1) rest period to be taken in the morning and one (1) rest period to be taken in the afternoon.

ARTICLE 7 - WAGES

SECTION 7.1. 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 7.2. Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

SECTION 7.3. Payday shall be on a bi-weekly pay schedule. Pay checks shall be cashed on the employee's time.

ARTICLE 8 - OVERTIME

SECTION 8.1. Reasonable Overtime should be worked as required. Prior authorization for overtime work must be obtained from the Employer. When overtime work requires an additional trip to or from the office, mileage will be paid to the employee in accordance with the IRS guidelines in effect at the time.

SECTION 8.2. Overtime will be paid for at one and one-half times (1½) the regular rate of the employee for all hours worked in excess of seven (7) in a day or thirty-five (35) in a workweek. The regular rate will be computed by multiplying the employee's monthly salary by 12 (months), dividing by 52 (weeks), and dividing by 35 (hours).

SECTION 8.3. Time taken for meals is not counted in determining the number of hours worked for overtime purposes.

SECTION 8.4. Work on Saturday, when specifically requested by the Employer, shall be paid at one and one-half times (1½) the regular when specifically requested by the Employer, shall be paid at two (2) times the regular rate of the employee, provided the employee was paid full-time Monday through Friday preceding the Sunday. When the Employer requests the employee to work on Saturday, but the employee chooses to work

on Sunday instead, the employee shall be paid at the rate the employee would have earned on Saturday.

SECTION 8.5. Work on Holidays, when specifically requested by the Employer, shall be paid at two (2) times the regular rate of the employee in addition to the holiday pay. Work on a holiday, when another work day is substituted for the holiday, is not considered overtime. When the Employer requests the employee to work on a Saturday, but the employee chooses to work on a holiday instead, the employee shall be paid at the rate the employee would have earned on Saturday.

SECTION 8.6. Up to five (5) hours per week of overtime work may be used as a credit for time off instead of payment. In these cases, the employee shall receive one and one-half (1½) hours off for each hour of overtime worked, in accordance with the Fair Labor Standards Act. Requests for time off in lieu of pay are to be approved by the Employer. No more than ten overtime hours (15 hours off) may be accumulated as compensatory time, and compensatory time may not be accumulated to be added to an employee's vacation, except with special permission from the Employer.

SECTION 8.7. Requests for overtime pay shall be given to the Employer and must be signed by the person for whom the work was done.

ARTICLE 9 - HOLIDAYS

SECTION 9.1. Employees covered by this Agreement shall be allowed the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Cesar Chavez's Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

(At the employee's option, his or her birthday may be substituted for Veterans' Day.)

SECTION 9.2. All employees will have either Christmas Eve or New Year's Eve as a full Holiday. The Employer, at its option, may allow part of the bargaining unit to take Christmas Eve as a holiday and the remainder of the bargaining unit to take New Year's Eve as a holiday. Employees who have Christmas Eve as a holiday shall be given half (½) day as a holiday on New Year's Eve; employees who have New Year's Eve as a holiday shall be given half (½) day as a holiday on Christmas Eve.

SECTION 9.3. If any holiday falls on a weekend, the day shall be the preceding Friday or following Monday.

ARTICLE 10 - SICK LEAVE

SECTION 10.1. Employees covered by this Agreement shall have their salary continued during sick time or time off, up to ten (10) days per calendar year. The ten (10) days accrue at the rate of .833 days per month. Sick leave expected to be earned in the calendar year may be advanced only upon the employee's written authorization enabling the Employer to deduct all used but unearned sick leave from the employee's final pay check.

SECTION 10.2. Employees may use accrued vacation or sick time during any absence from work. Each hour or portion thereof when the employee is absent shall either be made up by the employee on the same day, or shall be kept track of and added together. When seven (7) hours is reached, one sick or vacation day shall be deducted from the employee's accrued vacation or sick leave time.

SECTION 10.3. On December 1, employees may have the option of accepting payment for any portion of unused sick and/or vacation time or allowing it to accrue to the following year. The amount of unused sick and/or vacation time the employee accepts payment for, if any, shall be paid to the employee with the employee's regular pay check on December 15. Any unused, accrued sick leave and/or vacation time shall be paid to the employee upon termination of employment at the current rate of pay.

SECTION 10.4. If an employee is receiving State Disability or Worker's Compensation disability payments, the sick leave payments shall be prorated so that the employee will not receive payment in excess of normal earnings, and the unused portion of accumulated sick leave will continue to accrue to the employee's benefit. Sick leave will not accrue during an absence of thirty (30) days or more.

SECTION 10.5. Employees covered by this Agreement shall be provided salary continuation insurance coverage for disabilities longer than thirty (30) days duration, upon passing their probationary period. Insurance benefits become effective on the 90th day of disability, at a rate of not less than sixty percent (60%) of the employee's base monthly salary with integration.

ARTICLE 11 - VACATIONS

SECTION 11.1. Vacation days accrue on a monthly basis. Employees will be credited with vacation time on their employment anniversary, as follows:

- 4 weeks - if continuously employed for 8 years
- 3 weeks - if continuously employed for 4 years
- 2 weeks - if continuously employed for 1 year

SECTION 11.2. One (1) week of time may be advanced after six (6) months of employment but will not be paid until one (1) year of employment.

SECTION 11.3. Vacations should be taken at times convenient to the employee and the Employer. Employees with special reasons for vacation to be taken at a particular time should give those reasons to the Employer as early as possible in order that the Employer may have time to try to accommodate the employee.

SECTION 11.4. Holidays within vacation periods may be scheduled as extra consecutive vacation days. Time off as compensation for overtime pay may be added to a vacation with special permission from the Employer.

SECTION 11.5. Vacation time may not accrue in excess of one (1) year's vacation. No more than one (1) year's vacation can be taken at one time.

SECTION 11.6. Vacation time credit will not accrue during an absence of thirty (30) days or more.

SECTION 11.7. Where two (2) or more employees have requested the same vacation period time off, overall seniority prevails, subject to the Employer's ability to ensure that preferred vacation periods are rotated among employees, both within a calendar year and from one calendar year to the next.

ARTICLE 12 - LEAVE OF ABSENCE

SECTION 12.1. Employees covered by this Agreement shall be provided salary continuation insurance coverage for disabilities longer than thirty (30) days of duration, upon passing their probationary period. Insurance benefits become effective on the ninetieth (90th) day of disability at a rate of not less than sixty percent (60%) of the employee's base monthly salary with integration.

SECTION 12.2. Where circumstances warrant and at the sole option of the Employer, a leave of absence of up to ninety (90) days may be granted to employees for personal reasons. The Employer's refusal to grant a request for a leave of absence shall be subject only to the grievance procedure, but not the arbitration procedure contained in Article 14. If such personal leave is granted by the Employer, the employee shall receive no loss of seniority rights under this Agreement.

SECTION 12.3. An employee shall receive the necessary time off with pay, up to three (3) days, in order to arrange for, or attend the funeral of a family member of the employee, "Family member" means an employee's spouse or significant other, child, grandchild, sibling, parent, grandparent, aunt, or uncle. An additional day off with pay shall be given to an employee who attends a funeral more than 500 miles from Los Angeles.

SECTION 12.4. Maternity Leave

Maternity leave shall be granted to eligible employees of up to four (4) months, except as provided in Article 5, Section 5.2 (F). The employee's insurance premiums shall continue to be paid by the Employer during this leave.

SECTION 12.5. Jury Duty

The employee shall be paid one hundred percent (100%) of their regular salary for those hours for which absent from work during the regular workday or regular workweek up to a maximum of ten (10) working days per summons, less fee or other compensation paid with respect to such jury duty. The employee will submit verification to the Employer for all hours and/or days spent on jury service. The employee will inform the court that service exceeding the aforementioned ten (10) days would be a hardship on the Employer.

ARTICLE 13 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 13.1. The Employer shall not discharge any regular employee except for just and sufficient cause. The Employer may discharge any probationary employee for any cause that the Employer in its sole discretion deems sufficient. The discharge of probationary employees is not subject to the grievance and arbitration provisions contained in this Agreement, or other redress. Other than instances of dishonesty, intentional disobedience, physical violence, or other such serious offenses, employees shall not be discharged unless two (2) written warnings for a complaint of a similar type previously have been given. Written warnings more than one (1) year old or issued prior to these of two (2) written warnings.

SECTION 13.2. The Employer shall advise the Union, if requested, in writing of any discharge and the reasons therefore.

SECTION 13.3. The Union shall have the right to grieve and arbitrate the discipline or termination of any non-probationary employee covered by this Agreement.

ARTICLE 14 – GRIEVANCE AND SETTLEMENT OF DISPUTES

SECTION 14.1. Any dispute, claim, or complaint involving the interpretation or application of any provision of this Agreement, other than a dispute concerning a probationary employee, that cannot be resolved by the parties involved shall be subject to the grievance procedure:

STEP 1. Any employee may submit a written grievance to the Employer within twenty (20) days of the occurrence of the event upon which the grievance is based. The Employer shall respond in writing within five (5) business days of receipt of the grievance.

STEP 2. If the Employer fails to respond within five (5) business days or if the employee is dissatisfied with the answer, the employee or a Union representative may move the grievance to Step 2 by submitting the grievance to the principal designated as the Employer's labor relations representative. The grievance shall be submitted to Step 2 no later than five (5) business days after receipt of the Employer's answer. The principal shall arrange a meeting for resolution of the grievance to be held within ten (10) business days. Such meeting shall be attended by the principal, the employee involved, the Union Steward and a Union representative.

STEP 3. If no resolution is reached at the Step 2 meeting, either party may submit the grievance to arbitration within ten (10) days. The arbitrator shall be selected from an odd numbered list on a panel to be submitted by the American Arbitration Association. The panel shall be comprised of arbitrators belonging to the National Academy of Arbitrators. Names shall be alternately stricken with the first strike to determined by lot. The last remaining name shall be the mutually accepted arbitrator. The arbitrator shall conduct a hearing as soon as possible, and his or her decision shall be final and binding on all parties. Each party shall bear its own attorneys' fees, costs, and expenses, except that the parties shall share equally the cost of the arbitrator. In a discharge arbitration, the parties will use their best efforts to select an Arbitrator and process the grievance and arbitration as expeditiously as possible. The Arbitrator must issue an Award in a discharge case within seven (7) days of the hearing, which must be followed with an opinion within thirty (30) days.

ARTICLE 15 - SENIORITY

SECTION 15.1. Seniority shall be the relative status of employees in respect to length of service with the Employer.

SECTION 15.2. Seniority shall consist of the following:

- (A) Length of Continuous Service.
- (B) Qualifications.
- (C) Ability to perform assignments.

When "B" and "C" are relatively equal, length of continuous service shall govern.

SECTION 15.3. Seniority remains in effect with continuous service, but is broken or terminated when an employee:

- (A) Voluntarily Quits.
- (B) Is terminated for cause.
- (C) Is not called back to work within one (1) year of a layoff.

SECTION 15.4. Changes in an employee's status, such as promotions, demotions, layoffs, transfers, and recalls, shall be governed by consideration of seniority.

SECTION 15.5. Employee's shall be recalled in the reverse order of their layoff.

SECTION 15.6. In the event of layoff, the Employer will meet with the Union to discuss work sharing and workload reductions. In the event an employee's job is eliminated, the employee will be entitled to bumping rights to an equal or lower classification, according to seniority. An employee who exercises such rights will retain his/her seniority and will be paid the rate applicable to the new classification.

Any employee who, at the time of layoff, does not exercise his/her bumping rights shall forfeit his/her recall rights to any of the classifications into which he/she could have bumped, but shall retain recall rights to the laid off classification.

ARTICLE 16 - PARKING

The Employer will provide monthly parking at no cost to the employee.

ARTICLE 17 - TECHNOLOGICAL CHANGES

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. Employee safety concerns will be an important factor in the Employer's ultimate decision.

ARTICLE 18 – NON-DISCRIMINATION

The Employer agrees to abide by all laws pertaining to sexual harassment and discrimination.

ARTICLE 19 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Union and the employees shall not engage in a strike, slow down, or other reduction or refusal to work, and the Employer shall not lock out the employees.

ARTICLE 20 - SCOPE OF AGREEMENT

SECTION 20.1. This Agreement constituted the sole and entire agreement between the parties hereto and supersedes all prior agreements, oral or written, or practices. This Agreement expresses all the obligations of, and restrictions upon the Employer and the Union during its term.

SECTION 20.2. Recognizing that certain practices have existed in the workplace, the parties agree that no employee shall be disciplined for taking advantage of these practices during the term of the Agreement unless prior agreement has been reached, or prior notice has been given, discontinuing the practice in question. Prior to the discontinuance of a practice, the Union shall be given an opportunity to discuss the matter with the Employer. The discontinuation of any practice shall be subject to Step 2 of the grievance procedure, but shall not be subject to the arbitration procedure contained in Article 14.

ARTICLE 21 – WAIVERS

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent for any further waiver of such breach or condition.

ARTICLE 22 - 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 23 - 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.

opeiu53, afl-cio, clc

ARTICLE 24 - UNION OFFICE CARD

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

ARTICLE 25 – VOTE

SECTION 1. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU “Voice of The Electorate (VOTE)” fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of The Electorate or VOTE, along with a listing of persons who donated such monies.

SECTION 2. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit “D”.

ARTICLE 26 - 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:

Rothner, Segall and Greenstone

FOR THE UNION:

OPEIU Local 537

Maria Myers
Attorney at Law

Jacqueline K. White-Brown
Business Manager

Date

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

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. (A) A five and half percent (5.5%) wage increase or CPI-W, whichever is greater of the two, for all current employees, retroactive to January 1, 2019.

(B) Effective January 1, 2020, a two percent (2%) wage increase, or CPI-W, whichever is greater of the two, for all current employees.

(C) Effective January 1, 2021, a two percent (2%) wage increase, or CPI-W, whichever is greater of the two, for all current employees.

SECTION A.2. Bonuses - All employees under this Agreement will receive a bonus on December 1, in the following amounts.

More than 1 year of service	25 hours of current hourly rate
More than 2 years of service.....	30 hours of current hourly rate
More than 4 years of service.....	40 hours of current hourly rate
More than 5 years of service.....	50 hours of current hourly rate
More than 6 years of service.....	60 hours of current hourly rate
More than 10 years of service.....	80 hours of current hourly rate

Bonuses shall be paid to the employee with the employee's regular pay check in December, but shall be a separate check.

EXHIBIT "B" - HEALTH & WELFARE BENEFITS

SECTION B.1. Insurance - All Employees under this Agreement will be covered by the following insurance: Medical and dental for the Employee and the Employee's dependants, and life insurance for the employee, all to be effective after the first thirty (30) days of employment. Employees shall receive life insurance coverage in the amount of \$40,000.

(A) Effective January 1, 2007, the Employer shall pay into the OPEIU Locals 30/537 Health and Welfare Fund the amount billed by the Trust Fund to insure the maintenance of benefits for the duration of the Agreement on behalf of each regular full-time and regular part-time employees, coming under the jurisdiction of this Agreement. The Employer also agrees to pay the employee's dependent's coverage.

(B) The Employer shall maintain in effect the OPEIU Health & Welfare Fund Plan and shall bear any increased costs of the plan. No benefits under this section shall accrue to an employee during an absence of thirty (30) days or more, except that for an employee with more than one (1) year of seniority, benefits under this plan shall continue to accrue during maternity, medical or disability leaves of absence up to three (3) calendar months following the month in which the leave of absence commences. The Employer and the Union by executing this Agreement agree to be bound by all provisions of the Agreements of Trust, including any modifications or amendments thereto.

It is agreed that the above obligations exist without the necessity of executing any additional written instrument.

SECTION B.2. 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.

At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits from date of employment, excluding Health and Welfare contributions.

EXHIBIT "C" - RETIREMENT PLAN

SECTION C.1. Employees covered under this Agreement shall receive a contribution to a Retirement Savings Plan, provided they meet the following eligibility requirements:

(A) Minimum Age: 20.5

(B) Service: The employee must have completed six (6) consecutive months of service; provided, however, that he or she shall become an Eligible Employee no later than upon completion of the earlier of the next succeeding Entry Date or six (6) months after completion of such year of service.

SECTION C.2. Entry Date: means the effective date (January 1, 1999) for any employee who is employed on September 15, 1999, and thereafter, the first day of the month coincident with or next following the day he or she becomes an eligible employee.

SECTION C.3. The Employer shall make a yearly contribution to the Retirement Savings Plan on behalf of each eligible employee in an amount not less than four percent (4%) of the employee's compensation, excluding compensation paid prior to an employee's Entry Date into the plan, but not to exceed the maximum non-taxable contribution permitted by law.

EXHIBIT "D" - 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