



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

United Firefighters of Los Angeles City, Local 112
&
United Firefighters of Los Angeles City Trust Fund

September 1, 2020
to
August 31, 2024



<u>ARTICLE</u>	<u>PG</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - UNION SHOP.....	1
ARTICLE 3 - SUBCONTRACTING.....	2
ARTICLE 4 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES	2
ARTICLE 5 - UNION REPRESENTATION	3
ARTICLE 6 - SAFETY AND HEALTH.....	3
ARTICLE 7 - HOURS OF EMPLOYMENT	3
ARTICLE 8 - WAGES.....	4
ARTICLE 9 - OVERTIME.....	5
ARTICLE 10 - HOLIDAYS	6
ARTICLE 11 - SICK LEAVE/FAMILY ILLNESS.....	7
ARTICLE 12 - VACATIONS.....	8
ARTICLE 13 - LEAVES OF ABSENCE	9
ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE	10
ARTICLE 15 - SEVERANCE PAY	11
ARTICLE 16 - SENIORITY	11
ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES	12
ARTICLE 18 - VALIDITY OF AGREEMENT	12
ARTICLE 19 - UNION LABEL.....	12
ARTICLE 20 - UNION OFFICE CARD.....	13
ARTICLE 21 - TECHNOLOGICAL CHANGES	13
ARTICLE 22 - MANAGEMENT RIGHTS	13
ARTICLE 23 - VOTE.....	14
ARTICLE 24 - NON-DISCRIMINATION.....	14
ARTICLE 25 - DURATION.....	15
EXHIBIT "A" - WAGES	16
EXHIBIT "B" - HEALTH & WELFARE	17
EXHIBIT "C" - PENSION CONTRIBUTIONS.....	18
EXHIBIT "D" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE).....	19
EXHIBIT "E" - 401(K) PLAN.....	20
EXHIBIT "F" – LIFE INSURANCE PLAN	21
JOB DESCRIPTIONS.....	22

This Agreement made and entered into at Los Angeles, California, **July 1, 2021** by and between United Firefighters of Los Angeles City, Local 112, United Firefighters of Los Angeles City Trust Fund, hereinafter referred to as the Employer, and the Office and Professional Employees International Union, Local 537, AFL-CIO, CLC, hereinafter referred to as the Union.

WITNESSETH

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

ARTICLE 1 - RECOGNITION

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 coming under the jurisdiction of this Agreement, specifically, any phase of office or clerical work.

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. (A) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the date of execution of this Agreement, shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall on the thirty-first (31st) day following the date of execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the execution shall on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. This shall not apply to duly elected officers, business agents and dispatchers not now members of the Union not qualified to become members.

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

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

SECTION 2.4. UFLAC has a zero-tolerance policy for employees employed under this Agreement engaged, involved, or in any other way attempting to affect the internal workings of UFLAC or the outcome of UFLAC's internal elections. All employees, as a condition of employment, are prohibited from participating in any internal political activity of UFLAC whether such conduct concerns the election of officers, matters that are the subject of Executive Board, or membership meetings or the relationships among and between UFLAC members, including refraining from participating in campaigning in any manner for any individuals who are candidates for UFLAC office. Any employee engaging in such conduct shall be subject to discipline, up to and including, termination. Nothing here in is to interfere with the collective bargaining rights guaranteed to employees under State of Federal law.

SECTION 2.5. Upon receipt of a duly authorized card, the Employer agrees to deduct or collect initiation and monthly dues of each regular employee, and to deduct or collect each month a work permit fee for all temporary employees on the payroll each month after thirty-one (31) days of employment.

SECTION 2.6. All money deducted or collected by the Employer shall be remitted to the Union on or before the 10th day of the month following that in which the deductions or collections are made. 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.

ARTICLE 3 - SUBCONTRACTING

No OPEIU work, as described in the attached job descriptions, shall be subcontracted.

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

SECTION 4.1. 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. 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.

SECTION 4.2. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits from date of employment.

SECTION 4.3. A temporary employee is one who is hired for a specific project not to exceed four (4) months, except a temporary employee may replace a regular employee for periods of sick leave, vacation, or leave of absence for the duration of the leave. On an infrequent basis, temporary employees may be hired when the workload is increased.

Employees hired as temporary employees must be informed of their status at the start of such temporary employment.

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

(A) Any temporary employee shall be paid under the classification for which hired as set forth in Exhibit "A" of this Agreement as established under the heading "Minimum Hourly Rate".

(B) The Union shall be notified of the intent to hire a temporary employee.

SECTION 4.4. 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.

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1. The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

SECTION 5.2. The Employer shall recognize the Union steward and shall permit the steward to perform during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

ARTICLE 6 - SAFETY AND HEALTH

SECTION 6.1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of their employment.

SECTION 6.2. The Employer agrees to abide by all laws of the State of California pertaining to health and sanitation.

ARTICLE 7 - HOURS OF EMPLOYMENT

SECTION 7.1. The regular workday shall be between the hours of 6:00 a.m. and 6:00 p.m., except as provided in Article 9, and the employee's designated starting time shall be the time to start to work.

SECTION 7.2. The regular workweek shall be four (4) eight and three-quarter (8¾) consecutive hour days, Monday through Friday inclusive, excluding a lunch period of one (1) hour. The lunch period shall be taken not more than four (4) hours after reporting to work. The day not worked will be determined by seniority.

(A) An alternate five (5) day workweek may be mutually agreed to by the Union/affected employee/Employer as follows:

Five (5) seven (7) hour days, excluding a lunch period of one (1) hour.

(B) An employee who works less than thirty-five (35) hours per week is designated a “part-time regular employee” as provided in Article 4, Section 4.4, above.

SECTION 7.3. 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 8 - WAGES

SECTION 8.1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit “A” of this Agreement.

SECTION 8.2. It is expressly agreed that the wage scales herein provided for are minimum scales. The Employer has the discretion to grant merit increases to individual employees. However, the payment of merit increases shall not set a precedent for future increases for the employee or for any other employee.

SECTION 8.3. Whenever the Employer assigns an employee to perform the duties of a higher position for fifty percent (50%) or more of a day, the employee shall be paid the wage scale for the higher position under Exhibit “A” of this Agreement or five and one-half percent (5.5%) above the employee’s regular pay for that day, whichever is greater. However, the maximum rate for such duty shall be limited to the pay for employees regularly assigned to the higher position.

SECTION 8.4. All regular employees shall be guaranteed a full week’s pay except for those employees covered under Section 8.6 of this Article. Any employee who voluntarily lays off may be docked for such hours not worked, and three (3) consecutive days’ absence without mutual agreement shall be deemed a resignation of the employee and severance of employment.

SECTION 8.5. When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations, and trials, the Employer shall pay the regular hourly rate earned by the employee.

It is further understood that when attending such meetings requiring travel time, said individual shall be allowed travel time at the regular straight time hourly rate of their current salary; provided further that should it be necessary for the employee to reside at such meeting place, the 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, fifty dollars (\$50.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding three hundred (300) miles. The provisions of Article 9 - Overtime shall apply to this Section, except that travel time shall not be considered for the purposes of computing overtime.

SECTION 8.6. Any temporary or regular part-time employee coming under the jurisdiction of the Union working three and one-half (3½) hours consecutively or less shall be paid for not less than three and one-half (3½) hours. Any temporary or regular part-time employee working more than three and one-half (3½) hours, but less than a full workday, shall be paid for a full workday, unless the failure to work a full workday is for the convenience of the employee.

SECTION 8.7. A designated bi-weekly payday shall be established and not more than four (4) days' pay shall be held back, except by mutual agreement in writing between the Employer and the Union.

SECTION 8.8. Any office employee hired who first reports to work and is not put to work shall receive one day's pay.

SECTION 8.9. Any employee who is required to report for work on a regularly scheduled day off shall be guaranteed not less than three and one-half (3½) hours' pay.

SECTION 8.10. Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment.

SECTION 8.11. The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid by the Employer.

SECTION 8.12. Holidays and periods of vacation outlined in this Agreement and periods of paid sick leave shall be considered time worked in this Agreement for the following purposes: holidays, sick leave, vacation, and seniority accruals. The Employer will also make dental, health and welfare, and retirement contributions for such periods.

ARTICLE 9 - OVERTIME

SECTION 9.1. The employees shall not work overtime unless authorized by the Employer. All overtime must be approved, in writing, by the President, Office Manager, or their designee, prior to overtime being worked. Claims for overtime that have not been previously approved in writing will not be paid. Employees who work overtime without the written approval of the President or Office Manager may be disciplined, up to and including termination.

SECTION 9.2. Time and one-half (1½) shall be paid in the following cases:

(A) Any and all work performed in excess of a ten (10) hour day and forty (40) hours in the regular full-time workweek, Monday through Friday; and

(B) Any and all work, exceeding 40 hours in the work week, including Saturday.

SECTION 9.3. Double time shall be paid for in the following cases:

(A) For all hours worked in excess of twelve and one-half (12½) hours in any day, Monday through Friday;

(B) For all hours on Sunday.

SECTION 9.4. Two and one-half (2½) times the regular hourly rate shall be paid in the following case:

Time worked on a holiday or day observed as such.

SECTION 9.5. When an employee is required to work overtime beyond 6:00 p.m., Monday through Friday, the employee shall be allowed a dinner period not to exceed one (1) hour; said dinner period shall be considered as overtime work in computing the first three and one-half (3½) hours' overtime, and shall be paid for at the overtime rate of pay and shall be guaranteed three and one-half (3½) hours' pay.

SECTION 9.6. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed three and one-half (3½) hours' pay at time and one-half (1½).

SECTION 9.7. When an employee is normally required to work on a meeting night (7:00 p.m. or after), said employee shall be guaranteed three and one-half (3½) regular hours pay at the time and one-half (1½) regular hourly rate.

ARTICLE 10 - HOLIDAYS

SECTION 10.1. All regular employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

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

In addition to the above, the last working day preceding Christmas and the last working day preceding New Year's Day shall be holidays with pay under this Agreement.

In addition, two (2) floating holidays shall be granted from year to year which shall be called a floating holiday. The dates of this holiday may vary from contract year to contract year and shall be set by mutual agreement between the Employer and the employee.

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

SECTION 10.2. Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance.

SECTION 10.3. In the event any of the holidays enumerated in this Article, Section 10.1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

SECTION 10.4. A temporary employee shall be paid for a holiday after ninety (90) days of employment, if the employee has worked the day preceding and the day following the holiday.

SECTION 10.5. A regular part-time employee shall be paid for a holiday at the regular rate of pay, if the holiday falls within the time regularly employed each week or month.

ARTICLE 11 - SICK LEAVE/FAMILY ILLNESS

SECTION 11.1. (A) All regular full-time employees shall be granted, with pay, twelve (12) days' sick leave per year, which shall accrue at the rate of one (1) day per month, calculated from the employee's anniversary date.

(B) Sick leave shall be granted in case of medical appointments, sickness, or injury. Medical appointments shall be pre-approved.

(C) All unused sick leave shall be accumulated at the rate of one (1) day per month to the maximum of twenty (20) working days to be used as needed with pay. Any employee who would have during the prior twelve (12) months accumulated sick leave beyond the maximum of twenty (20) days, will, on, the first pay period in the following calendar year receive pay in lieu of each accumulation beyond the maximum of twenty (20) days at fifty (50%) of the then hourly rate.

(D) Senior employees with ten (10) or more years of service with the Employer shall be granted an additional fifteen (15) days' sick leave with pay if and when needed. Such additional fifteen (15) days will be replenished on each subsequent tenth (10th) anniversary of service. In no event may any employee under any section of this Article be construed to accumulate more than thirty-five (35) days total sick leave. Sick leave provided for senior employees is intended for use in case of prolonged illness and may only be taken to cover periods of illness which exceed five (5) days in duration. Employee must first exhaust accumulated sick time as described in subsection (C) above before the use of sick time described in this subsection (D). It is further understood that there will be no payout for earned but unused sick leave under this subsection (D).

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

(F) If requested by the employee, the Employer at the end of each calendar year will give in writing, to each employee, an annual accounting of all received and accrued sick leave as accumulated.

(G) In the event of resignation or discharge of an employee, all accumulated sick leave credits as described in subsection (C) above shall be paid at fifty percent (50%) at the time of termination of employment. This shall likewise apply in case of death in which the event the amount due shall be paid to the legally recognized beneficiary of the estate of the deceased.

SECTION 11.2. When an employee becomes eligible for State Disability Insurance benefits (SDI) or Workers' Compensation benefits, the Employer shall pay the employee from the employee's accrued sick leave, the difference between the amount received by the employee for SDI or Workers' Compensation, and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due to the employee has been paid to the employee.

ARTICLE 12 - VACATIONS

SECTION 12.1. Vacations with pay are hereby established for all regular employees covered by this Agreement:

Years of Service	Annual Vacation
1 year or more	Two (2) Weeks
5 years or more	Three (3) Weeks
10 years or more	Four (4) Weeks
22 years or more	Five (5) Weeks

Vacation is earned and accrued month by month from the date of employment at the rate of one-twelfth (1/12) of the two (2) weeks' annual vacation per month for those employees who have been employed less than four (4) years; at the rate of one-twelfth (1/12) of the three (3) weeks' annual vacation per month for those employees who have completed four (4) years of service and at the rate of one-twelfth (1/12) of the four (4) weeks' annual vacation per month for those employees who have completed nine (9) years of service; and at the rate of one-twelfth (1/12) of the five (5) weeks' annual vacation per month for those employees who have completed twenty-one (21) years of service.

An employee shall be allowed to bank up to two (2) years of accrued vacation. Any additional vacation shall be cashed out at the end of the calendar year at the current hourly rate of the employee.

SECTION 12.2. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee. Vacation scheduling shall be strictly on the basis of seniority between the employees.

SECTION 12.3. Vacation pay shall be computed at the employee's regular rate of pay, and paid for the pay period in which the vacation falls. An employee's earned vacation time shall not be used in lieu of the two (2) weeks' layoff notice.

SECTION 12.4. A regular part-time employee shall accrue on a pro-rata basis consistent with hours and length of employment with the Employer.

SECTION 12.5. In the event of resignation or discharge of an employee, all accumulated vacation time shall be paid in full at the time of termination of employment, except as provided for in Article 15, Section 15.3. In the case of death of an employee, all accumulated vacation time shall be paid to the legally recognized beneficiary of the estate of the deceased.

SECTION 12.6. If requested by the employee, the Employer at the end of each calendar year or anniversary date year will give in writing, to each employee an annual accounting of all received and accrued vacation as accumulated.

ARTICLE 13 - LEAVES OF ABSENCE

SECTION 13.1. (A) The Employer shall grant leaves of absence to eligible employees as required by state and federal laws. In the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Said leave of absence shall be acknowledged by the Employer in writing with a copy to be submitted to the Union.

(B) An employee shall be granted an extended leave of absence without pay not to exceed six (6) months beyond accumulation of paid sick leave during periods covered by State Disability or Workers' Compensation. Further, by mutual agreement, the leave of absence may be extended beyond the six (6) months' period. Employees granted such leave of absence will retain and accumulate seniority during such leave period but will not accrue sick leave or vacation.

(C) Employees hired to replace any employee on leave of absence shall not be paid wages higher than those of employees replaced.

SECTION 13.2. (A) In case of death in the immediate family (parents or guardian in lieu of a parent, brother, sister, spouse, child, step-child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren and domestic partner), an employee shall be granted a leave of absence with pay of three (3) days.

(B) Upon the request of the employee, an additional two (2) days will be granted, without pay, if the Employee needs to travel more than three hundred (300) miles one way. Employee may use sick leave, vacation time, or choose to be docked.

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. An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to the employee's regular job at the rate then current for the classification.

SECTION 13.5. For leaves for which employees are not receiving State Disability or Workers' Compensation, employees shall be required to use accrued vacation and sick leave during any unpaid portion of a leave of absence to the extent permitted under state and federal law.

SECTION 13.6. When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid one hundred percent (100%) of their regular salary for those hours for which the employee is 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. Any jury attendance fees received by an employee shall be provided by the employee to the Employer, except for those fees received for jury service performed on a regular day off.

ARTICLE 14 - PROGRESSIVE DISCIPLINE/DISCHARGE

SECTION 14.1. The Employer shall not discipline any employee except for just and sufficient cause and shall not discriminate against employees because of their Union activities.

SECTION 14.2. The Employer shall advise the employee in writing of the discipline and the reasons thereof.

SECTION 14.3. The Union shall have the right to question the propriety of any action on the part of the Employer that results in the discipline of any employee as herein provided in the grievance procedure including arbitration.

SECTION 14.4. For less severe situations, a progressive discipline system shall be in accordance with the chart below. Copies of all written warnings shall be mailed to the Union.

First Violation	Verbal warning with possibility of written notice (memorialized in writing or email)
Second Violation	Written notice
Third Violation	Written notice, ten (10) days' suspension without pay through termination

Warnings shall be removed from the employee's personnel file, upon written request of the employee, after twenty-four (24) months following the date of discipline, if there is no related discipline in the interim.

ARTICLE 15 - SEVERANCE PAY

SECTION 15.1. There shall be no severance pay in case of termination.

SECTION 15.2. Should any employee be laid off, the affected employee shall receive a severance payment in the amount of one (1) day for every year of employment plus two (2) weeks and shall be given two (2) weeks' written notice.

SECTION 15.3. All unpaid vacation allowances shall be paid to the employee upon date of termination. Employer agrees to abide by all State and Federal laws when it is an unplanned immediate termination.

SECTION 15.4. An employee intending to resign shall give the Employer two (2) weeks' notice of such intention. There shall be no severance pay in the event of resignation from employment.

ARTICLE 16 - SENIORITY

SECTION 16.1. 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 16.2. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

- (A) If the employee quits;
- (B) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (C) If an employee who has been laid off fails to report within three (3) working days after being notified to report and does not give satisfactory reason.

SECTION 16.3. When an employee has not performed any work for the Employer for twelve (12) consecutive months as a result of layoff by the Employer, or as a result of illness or injury, it being understood that by mutual agreement between the Employer and the Union, the aforementioned twelve (12) consecutive months' period may be extended in cases of compensable illness and/or injury, otherwise employment will be deemed to be terminated.

SECTION 16.4. 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 to the extent the more senior employee has the skills and ability to perform the work of the position s/he seeks to bump into. An employee who exercises such rights will retain his/her status and will be paid the rate applicable to the new classification. Any employee who, at the time of layoff, does not exercise his/her rights shall forfeit his/her recall rights to that classification, but shall retain recall rights to the laid off classification.

ARTICLE 17 - GRIEVANCES AND SETTLEMENT OF DISPUTES

SECTION 17.1. Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

(A) The grievance must be presented to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing. The parties may mutually agree, in writing, to extend the filing period.

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

(C) The Employer and the grievant mutually agree State or Federal Mediation and Conciliation Services can be utilized to effectuate resolution of disputes at no cost to the parties, prior to arbitration request.

(D) The arbitrator shall be selected from an odd-numbered list on a panel to be submitted to the Federal Mediation and Conciliation Service, or the American Arbitration Association.

Names shall be stricken from the list by each party in turn, with the first strike to be determined by lot. The last name remaining shall be the mutually accepted arbitrator. In the event one of the parties chooses not to participate under this Article, the arbitrator shall be designated from the list by the moving party and the arbitrator shall proceed ex parte. In either event, the arbitrator shall consider the issue at the earliest convenience and render a decision. The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator, if any, shall be equally shared

ARTICLE 18 - VALIDITY OF AGREEMENT

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

ARTICLE 19 - UNION LABEL

The Union label shall be extended to all OPEIU members as long as this Agreement remains in full force and effect and so long as the Employer fulfills all of its terms and conditions.

OPEIU#537, AFL-CIO, CLC

ARTICLE 20 - 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 21 - TECHNOLOGICAL CHANGES

SECTION 21.1. UFLAC agrees to notify the Union reasonably in advance of any scheduled introduction of technological changes that may reasonably be expected to result in: (a) reduction or displacement of bargaining unit employees; (b) substantial changes in an employee's job; or (c) substantial changes in the nature of work in a particular job classification. Notification will include the following information:

- (A) Nature of the change.
- (B) Job titles or names of affected employees.
- (C) Anticipated date of the change.
- (D) A summary description of the technological change and the effects on employees to the extent known.

It is further understood that the Employer shall discuss such changes with the Union representative before such changes are made.

SECTION 21.2. In the event that technological changes are introduced and replace current technology, but do not change the essential nature of the work, UFLAC will provide training to active employees and will meet with the Union to discuss the extent of such training, if necessary. For example, a current employee would be trained if a photocopying machine is replaced with one that copies and scans.

SECTION 21.3. The Employer agrees to provide, where possible, training programs for employees to enhance their skills in the computer technology workplace. With prior approval of the Employer, upon presentation of proof from a Community College, the Employer will agree to reimburse the employee the training cost on the use of computers or any computer business related course, such as computer accounting, desk top publishing, word processing, etc., on the successful completion of course work with a grade of "B" or better.

This training will be limited to providing the Employer and the employee with the tools necessary to perform efficiently.

ARTICLE 22 - 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. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union.

ARTICLE 23 - VOTE

SECTION 23.1. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of The Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of The Electorate or VOTE, along with a listing of persons who donated such monies.

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

ARTICLE 24 - NON-DISCRIMINATION

The parties hereto affirm their commitment to a policy of non-discrimination and fair employment in connection with the engagement and treatment of employees on the basis of sex, race, color creed, national origin, age, marital status, and physical handicaps in accordance with applicable State and Federal Law.

ARTICLE 25 - DURATION

This Agreement shall be in full force and effective on and after July 1, 2021 to and including August 31, 2024; and shall be renewed from year to year unless the Union or signatory Employer serves upon the other a sixty (60) day written notice of desire to modify, amend or terminate this Agreement. If agreement upon such amendments or modifications is not reached before August 31, 2024, this Agreement automatically terminates unless prior to that date the parties in writing have agreed to extend this Agreement for a specified period of time.

FOR THE EMPLOYER:

UFLAC Local 112
UFLAC Trust Fund

FOR THE UNION:

OPEIU Local 537

Freddy Escobar
President

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

Date

Date

Domingo Albarran, Jr.
Treasurer

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

EXHIBIT “A” - WAGES

SECTION A.1. Effective July 1, 2021, a two and one half percent (2.5%) wage increase for all current employees.

Effective July 1, 2022, a two and one half percent (2.5%) wage increase for all current employees.

Effective July 1, 2023, a two percent (2.0%) wage increase for all current employees.

Classification	Minimum Hourly Rate 2021	Minimum Hourly Rate 2022	Minimum Hourly Rate 2023
Benefits Specialist/Benefits Communication Specialist Benefits Analyst/Benefits Accounts Receivable Specialist Accounting Specialist	\$24.44	\$25.05	\$25.55
Administrative Assistant	\$26.72	\$27.39	\$27.94
Benefits Supervisor	\$28.41	\$29.12	\$29.70
Accountant	\$29.56	\$30.30	\$30.91
Executive Assistant	\$31.54	\$32.33	\$32.98

Two years from ratification, if a member has completed a comprehensive medical exam with Westchester Medical Group, members of this bargaining unit will qualify for an additional one-half percent (0.5%) wage increase. This comprehensive medical exam is required annually to maintain this bonus. The medical exam is covered by your medical insurance and any amount not paid by insurance will be paid by UFLAC.

A One-Time signing bonus of one thousand (\$1,000.00) upon ratification of this agreement for all current employees.

SECTION A.2. No employee shall suffer a reduction in pay as a result of this Agreement.

SECTION A.3. WELLNESS PROGRAM

Beginning two years from ratification, employees will be able to participate in a comprehensive Wellness program comprised of an Educational and a Comprehensive Medical component.

(A) Guidelines for the Comprehensive Educational/Medical component will be negotiated between Employer and the OPEIU Negotiating Team.

(B) Upon completion Employee will receive one-half percent (0.5%) wage increase.

EXHIBIT “B” - HEALTH & WELFARE

Active Employees

The Employer shall provide active medical and dental health subsidies on behalf of each employee.

In addition to medical and dental subsidy, the Employer agrees to the RAW RATE of fifty percent (50%) of the cost.

Effective July 1, 2021, a medical subsidy of one thousand three hundred and five dollars (\$1,305.00), and a dental subsidy of eighty-two dollars (\$82.00).

Effective July 1, 2022, a medical subsidy of one thousand three hundred and fifty-five dollars (\$1,355.00), and a dental subsidy of eighty- two dollars (\$82.00).

Effective July 1, 2023, a medical subsidy of one thousand three hundred and eighty dollars (\$1,380.00), and a dental subsidy of eighty- two dollars (\$82.00).

Effective July 1, 2021, the H.S.A contribution will increase to sixty two dollars and fifty cents (\$62.50) per pay period, subject to reevaluation annually (each calendar year).

No mid-year dental and medical increases.

Retired employees

The Employer shall provide retired employees age sixty-two (62) to sixty-five (65) monthly medical healthcare subsidies of up to eight hundred dollars (\$800.00) maximum. For retired employees that choose their own healthcare coverage, the Employer shall provide a monthly healthcare reimbursement of up to seven hundred and seventy-five dollars (\$775.00), upon submission of proof of payment made by the retiree. From age sixty-five (65) to seventy-five (75), the subsidy/reimbursement shall decrease to one hundred and seventy-five dollars (\$175.00). The reimbursement shall not exceed the actual out-of-pocket costs of the subsidy. After age seventy-five (75), the medical reimbursement shall cease. This provision will apply to the retiree and the retiree’s spouse or registered domestic partner at the time of retirement.

Any employees retired before the ratification of this agreement, the Employer further agrees that said retirees, and surviving spouses, currently participating in the UFLAC Local 112 Retiree Medical Coverage, shall continue as such.

EXHIBIT "C" - PENSION CONTRIBUTIONS

SECTION C.1. Effective July 1, 2021, the sum of five dollars (\$5.00) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full time and regular part time employee.

Effective July 1, 2022, the sum of five dollars and five cents (\$5.05) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full time and regular part time employee.

Effective July 1, 2023, the sum of five dollars and fifteen cents (\$5.15) per hour shall be paid into the Office & Professional Employees International Union Locals 30/537 Retirement Plan for each regular full time and regular part time employee.

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

SECTION C.2. Such payments shall be made for employees on paid vacations, holidays, sick leave, and all hours worked.

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

It is agreed that the above obligation exists without the necessity of executing any additional written instrument.

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

EXHIBIT “E” - 401(K) PLAN

The Employer may deduct from the employee's salary, an amount agreed to by the employee, into 401k Retirement Fund of the OPEIU.

EXHIBIT “F” – LIFE INSURANCE PLAN

The Employer shall provide life insurance in the amount of fifty thousand dollars (\$50,000.00) for each active employee and shall pay all costs of such coverage.

JOB DESCRIPTIONS

The following job descriptions provide a general description of the job duties performed by and skills required for each classification and are not intended to include all of the job duties that the employees perform, or skills required. Nothing in the job descriptions limits the right of the Employer to assign additional job duties to the employees and/or require additional skills within the general scope of the classifications.

BENEFITS SPECIALIST /BENEFITS COMMUNICATION SPECIALIST

Provides notice of payroll changes to City Controllers and LAFPP. Verifies payroll changes. Provides billing notifications (member refunds, debits, and vendor credits). Processes Life Insurance EOI's, beneficiary changes and Death Notices. Creates payroll deduction schedule, retirement packets, purge files, take inventory of benefits supplies and restocks. Assist in open enrollment. Prepares packets for recruit/graduation and attends classes. Customer Service Relations and assist members with benefits inquires in person and communicates by phone, resolves members' issues and records discussions in BSC and reports daily issues. Processes Waiver or Premiums for Life Insurance and LTD claims. Processes address changes and dependent eligibility. Wellness exams and undertakes other routine duties. Assist the Administrative office. Performs other clerical duties, including without limitation, data input, scans shred documents, prepares and disperses mail. Knowledge of all benefit plans. Strong Computer skills with proficiency in Microsoft Excel, Word and Outlook.

BENEFITS ANALYST/BENEFITS ACCOUNTS RECEIVABLE

Generates discrepancies reports for active and retired members. Prepares monthly vendor statements. Prepares invoice letters. Monitor's invoice checks and makes copies and provides to Accountant. Scans and shreds documents. Assist in Open Enrollment. Attends recruit and graduation classes when needed. Customer Service Relations "backup" and assist members with benefits inquires in person and communicates by phone, resolves member's issues and records discussions in BSC. Performs other clerical duties, including without limitation, data input, purge files, scans, and shreds documents. Serves as an HSA Specialist, attends HSA workshops and verifies HASA payments. Processes Wellness invoicing and Actwise/Anthem transfers. Monitors and Audits HAS Members Health Savings Account. Performs Sage 100 invoicing and processes outstanding, one-time billing and cash payees, Invoices City Controllers and LAFPP for subsidy ad deductions. Updates active payroll listings, including recapping and summarizing LAFPP for subsidy and deductions. Updates active payroll listings, including recapping and summarizing deductions taken billing reports. Strong computer skills with proficiency in Microsoft Excel, Word, and Outlook.

ACCOUNTING SPECIALIST

Manages accounting functions for both UFLAC and Benefits. Establishes and maintains accounting practices to ensure data necessary for business operations is accurate and reliable. Prepares statements, invoices and vouchers. Responsible for Executive Board and Trustee credit card processing and recordkeeping and 1099 processing and filing.

Must be skilled in functional accounting areas such as general ledger, accounts receivable, accounts payable and payroll. Must be proficient in MAS100 Accounting Package and have strong computer skills with proficiency in Microsoft Excel, Word and Outlook.

ADMINISTRATIVE ASSISTANT

Works directly for Executive Board members and/or the Director of Behavioral Health. Prepares emails, letters and bulletins at the direction of Executive Board members or Director of Behavioral Health. Assists members with grievances, defense representation and workers' compensation issues at the direction of Executive Board members. Maintains appointment calendar for the Director of Behavioral Health. Updates contact information for the Executive Board and the Fire Department. Must have strong computer skills with proficiency in Microsoft Excel, Word and Outlook.

BENEFITS SUPERVISOR

Works under the supervision of the benefit plan administrator or designee. Acts as a liaison for Trustees, attends meetings and conferences as directed, reviews time keeping and coordinates days' off and workflow of the benefits' staff. Creates payroll charts, notifies the City Controller and LAFPP when there are subsidy/premiums increases and prepares Benefit solver pricing sheets. Reviews LAFPP & subsidy invoices and receives subsidy checks. Generates and maintains reports, reviews all refunds, invoices and letters from staff. Monitors benefits' website emails. Communicates with a variety of vendors and reviews refund requests from vendors. Calculates payroll deductions for Income Tax and ACA Reporting report for EBD. Assists members with complaints. Responsible for maintaining confidential benefits' files. Responds to child support court orders for benefits. Generates Benefit solver census reports to maintain accuracy. Prepares open enrollment letters, benefits' letters, and bulletins. Proofreads benefits' brochures. Attends recruit and graduation classes. Maintains office and janitorial supplies. Provides Customer Relations and assists members with benefits inquiries and provides notary services. Must be a Notary Public and have strong computer skills with proficiency in Microsoft Excel, Word and Outlook.

ACCOUNTANT

Manages accounting functions for both UFLAC and Benefits. Establishes and maintains accounting practices to ensure data necessary for business operations is accurate and reliable. Verifies and posts transactions to the general ledgers, journals, and other records. Prepares statements, invoices and vouchers. Must be skilled in functional accounting areas, such as general ledger, accounts receivable, accounts payable, and payroll. Responsible for online banking, processing bank reconciliations against the General Ledger and wire transfers. Must be proficient in MAS100 Accounting Package and must have strong computer skills with proficiency in Microsoft Word, Excel, and Outlook.

EXECUTIVE ASSISTANT

Works directly for the President and Executive Board members. Works with the Negotiating Teams, Election Committee, and any other UFLAC Committees when directed by the President or Executive Board Members. Prepares emails, letters, bulletins and reports at the direction of the President or Executive Board members. Prepares industrial accident claims. Prepares reports or letters to the IAFF, CPF and the Los Angeles County Federation of Labor at the direction of the President. Manages the President's calendar and the UFLAC Master Calendar. Schedules appointments with LA City Council and Congressional Members. Makes travel arrangements and secures registration at conferences and seminars for the President and Executive Board members. Submits names of members who have died in the line of duty to be included on the CPF and IAFF Memorial Walls. Monitors and orders office supplies for UFLAC. Monitors website email and Facebook to ensure that information reaches the President and Executive Board members. Must have strong computer skills with proficiency in Microsoft Excel, Word and Outlook.