



## AGREEMENT

*(Contract Associates, Membership Associates and Receptionist)*

between

Office & Professional Employees  
International Union  
Local 537  
AFL-CIO

and

ACTORS' EQUITY ASSOCIATION – Unit 2

August 1, 2018  
to  
July 31, 2020



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## **AGREEMENT**

This Agreement, made and entered into as of August 20, 2018, by and between Actors' Equity Association (Unit 2) hereinafter referred to as Equity, 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.** Equity recognizes the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all permanent full-time and permanent part-time employees in the bargaining unit located at 5636 Tujunga Ave, North Hollywood, CA 91601.

**Section 1.2.** The bargaining unit is defined as follows:

All full-time and regular part-time employees in the classification of Contract Associates, Receptionist and Membership Associates; excluding all other employees, including but not limited to Business Representatives, Audition Center Manager and Western Bonding Director.

**Section 1.3.** It is mutually agreed that there is a distinction between the work of the Contract Associates and the Business Representatives in Unit 1 of OPEIU Local 537. Therefore, Contract Associates should not be responsible for any of the following:

- Interpreting contract language
- Negotiating with producers
- Communicating contract interpretation to members or producers
- Independently determining calculations when clear guideline or pre-established formulas are not available.
- Final approval of or release of bonds
- Authorizing release of contracts
- Granting concessions
- Making claims on behalf of Actor's Equity
- Presenting and arguing for contractual concessions and renewals to committees

Nothing in this Article is intended to limit the desire to see employees grow and develop and position themselves for future increasing responsibility/promotion.

## **ARTICLE 2 - UNION SHOP**

**Section 2.1.** (1) It shall be a condition of employment that all employees covered by this Agreement, on the thirty-first (31<sup>st</sup>) calendar day following the date of execution of this Agreement, shall become and remain members in good standing of 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 of the Union.

(2) Upon receipt of a duly authorized card, Equity 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 not hired through an agency on the payroll each month after thirty-one (31) consecutive days of employment in the following month. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

All money deducted or collected by Equity shall be remitted to the Union on or before the 20<sup>th</sup> day of the month following that in which the deductions or collections are made. Equity shall submit to the Union a monthly record of those employees from whom deductions or collections have been made.

(3) Upon written notice from the Union that an employee is not in good standing in accordance with applicable federal and state laws, Equity agrees to terminate employment of said employee, unless such action conflicts with federal and state laws.

**Section 2.2.** (1) When a regular full-time or part-time position is to be filled, Equity shall post the job internally and provide all current employees an equal opportunity to apply for the position. At the time a new employee starts to work, Equity shall immediately notify the Union, giving the name of the new employee, starting date and classification.

(2) Equity retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant of its 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 Equity to any outside agency without notice to the Union. Nothing contained in this Section shall be interpreted in any manner as preventing or precluding Equity from exercising its responsibility for running an efficient office and from making economies that may be necessary pursuant to this responsibility.

**Section 2.4.** No employee shall, as a condition of employment, be required to campaign for any individuals who are candidates for union office.

## **ARTICLE 3 – PROBATIONARY, TEMPORARY AND PERMANENT PART-TIME EMPLOYEES**

**Section 3.1.** All employees may be regarded as probationary employees for the first ninety (90) calendar days of employment, extendable by an additional thirty (30) calendar days with notice from Equity. At the close of the probationary period, the employee shall be considered a regular employee and shall be entitled to all contract benefits from date of employment except as may be otherwise provided in this Agreement.

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 and/or actions arising from membership in the Union.

**Section 3.2.** (1) A temporary employee shall not work beyond one hundred and fifty (150) days, except a temporary employee may replace an employee on sick leave, a leave of absence pursuant to Article 14 of this Agreement or a leave required for military or public health service for the duration of the leave. This provision does not apply to work being covered for a temporary period of time by an Equity employee in another office.

(2) The Union, on a case-by-case basis, will waive any of the above if there is good cause.

(3) 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.

(4) If a temporary employee has worked for at least ninety (90) calendar days and is hired into the identical position, the probationary period is considered fulfilled. The Employer may extend the probationary period thirty (30) calendar days with notice to the Union.

**Section 3.3.** Permanent part-time employees are defined as those unit members' who are regularly employed each week with at least twenty-five (25) hours per week. It is understood that all benefits set forth in this Agreement shall be applied to such permanent part-time employees on a strictly pro-rata basis, except that Equity shall provide full individual health insurance to permanent part-time employees who are scheduled for at least twenty-five (25) hours per week and pension contributions as provided for by the terms of the Actors' Equity Association Staff Pension Plan, as it may be amended.

Equity will continue its commitment to its past practice of considering requests to accommodate a full-time employee to work less than full-time hours under extraordinary circumstances. These accommodations may affect the benefits outlined in this Agreement including but not limited to rate of pay. The definition of this accommodation is at the sole discretion of Actors' Equity Association and is not subject to grievance.

## **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 and have a reasonable access with prior notice to Equity to the place of business during working hours for a reasonable period of time for the purpose of administering the contract. The Union agrees that such duties shall be performed expeditiously so as not to disrupt any employee's job productivity nor to unreasonably interfere with the normal course of business.

**Section 4.2.** (1) The Union may designate from the bargaining unit, and Equity shall recognize one (1) Shop Steward and an alternate to serve. The Union shall inform Equity in writing of the individuals so designated. Equity shall permit him/her to perform during working hours those duties as cannot be performed at other times. Equity agrees to allow a reasonable amount of time for such activities. The Union agrees that such Shop Steward duties shall be performed 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.

(2) With reasonable prior notice, Equity shall permit bargaining unit members to meet after working hours on the premises, provided that the appropriate facilities and personnel are available.

**Section 4.3.** **Orientation** – The Union's Shop Stewards may participate in the new hire orientation of employees/members of OPEIU Local 537. Equity shall schedule half (½) an hour during the first week of employment for the Steward to meet with the new employee.

## **ARTICLE 5 – NON-DISCRIMINATION**

**Section 5.1.** The parties hereto reaffirm their commitment to a policy of nondiscrimination and fair employment in connection with the engagement and treatment of employees on the basis of color, creed, religion, national origin, age, political affiliation, gender, physical disability, marital status or sexual orientation, in accordance with applicable state and federal laws.

**Section 5.2.** Equity shall not discriminate against any employee due to the employee's activities as a member of the Union.

## **ARTICLE 6 – CONFLICT OF INTEREST**

**Section 6.1.** Conflict of Interest is defined as having a financial interest in places where Equity members are employed or may seek employment (whether on a salaried or voluntary basis) in the jurisdiction of Equity or acting against the interest or policies of Equity and its members. The purpose of this Conflict provision is to ensure that employees of Equity do not engage in any activity that is in direct, potential, or perceived conflict with the interests of Equity members regarding the employment jurisdiction of Equity. The "financial interest" language of this Article shall not be deemed to include ownership of

mutual funds which may contain stocks or other securities of companies in which the Equity members may be employed).

**Section 6.2.** Accordingly, with respect to Equity jurisdiction or potential jurisdictional areas (such as where Equity is engaged in organizing activity), the Union acknowledges Equity's policy that all employees are prohibited from working for (whether salaried or on a voluntary basis), representing, or serving on a Board of any theatre or of any place of public performance, and are also prohibited from appearing, performing in, directing, or choreographing any theatrical productions that may be produced in such places. Equity Showcase, 99-Seat Plan, Staged Readings, and Codes are included in the definition of Conflict of Interest.

**Section 6.3.** No employee shall be permitted to assume any position that has the potential of employing or effectively recommending the employment of any member of Actors Equity Association.

**Section 6.4.** No employee shall work for (whether salaried or on a voluntary basis), represent or serve on the Board of any organization that has a direct bearing on the interests of the members of Equity without the prior written approval of the Western Regional Director, or the Western Senior Business Representative.

**Section 6.5.** In situations where a potential conflict of interest may exist and where special circumstances are present, Equity will give consideration to requests by staff on a case by case basis. Failure to notify the Western Regional Director or the Western Senior Business Representative by email of a potential conflict or a violation of this Conflict of Interest article may be cause for dismissal. Equity's decision on such requests is not subject to the grievance procedure.

## **ARTICLE 7 – HEALTH AND SAFETY**

Equity shall provide a safe and healthful work environment in compliance with all Federal, State, County, and Local Laws.

## **ARTICLE 8 - UNION OFFICE CARD**

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

## **ARTICLE 9 - HOURS OF WORK**

**Section 9.1.** The work day is defined as seven (7) hours, 9am – 5pm, with one (1) hour for lunch, Monday through Friday, thirty-five (35) hours per week exclusive of lunch.

**Section 9.2.** **Overtime** – Overtime applies after seven (7) hours of work in a day or thirty-five (35) hours of work in a week.

All work in excess of the hours enumerated above, or on Saturday, shall be paid for at the rate of time and one-half (1½) of the employee’s regular rate of pay. All work performed on any of the holidays enumerated in the Agreement or on Sunday shall be compensated at twice (2) the employees’ regular rate of pay.

In the event that any of the holidays fall on a regular workday, Monday through Friday, and an employee is not required to work, such a holiday shall be considered as a day worked for purposes of determining the overtime requirement.

**Section 9.3. Rest Period** – Equity 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 purposes of determining the workday.

**ARTICLE 10 - HOLIDAYS**

**Section 10.1.** (1) All 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. Day	Veteran’s Day
Presidents’ Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

(2) One (1) day distributed as one-half (½) day (3.5 office hours/no lunch) on each of the last working days before Christmas Day and before New Year’s Day; and one (1) day distributed as one-half (½) day (3.5 office hours/no lunch) on each of the Fridays before the Memorial Day weekend and the Labor Day weekend.

(3) One (1) day on the Monday preceding, or the Friday subsequent to, Christmas Day, when Christmas Day falls on a Tuesday or Thursday, respectively; and one (1) day on the Monday preceding, or the Friday subsequent to, Independence Day, when Independence Day falls on a Tuesday or Thursday, respectively. All employees will receive a paid holiday on the Friday after, when New Year’s Day falls on a Thursday.

(4) Holidays set forth above, falling on a Saturday or Sunday, shall be observed on the preceding Friday or following Monday, respectively.

**Section 10.2.** (1) **Time off to Vote** – Employees may arrive up to two (2) hours after the start of the business day or leave two (2) hours before the close of the business day, for Federal or Statewide elections. The scheduling of this two (2) hour time period for voting is subject to administrative procedures in order to accommodate departmental staffing needs.



(2) **Floating Holidays** – Employees shall receive one (1) floating holiday per calendar year. Floating holidays may be taken at any time by mutual consent between the employee and Equity. Floating holidays may be combined with vacation time. Employees with less than twelve (12) months of service will not receive floating holidays.

(3) **Shopping Holiday** – Year 1: One half (½) (3.5 office hours/no lunch) day to be taken between November 20 and December 31 for seasonal shopping.

(4) **Summer Fridays**

(a) Year 1: Each employee covered by this agreement will receive one (1) Summer Friday to be taken before September 30, 2018.

Year 2: Each employee covered by this agreement will receive two (2) paid Summer Fridays. The two (2) Summer Fridays may be used in any of the months of June, July or August.

(b) New employees whose start date falls before Memorial Day shall receive two (2) Summer Fridays in their first year. New employees whose start date falls after Memorial Day but before July 15 shall receive one (1) Summer Friday in their first year. New employees whose start date is after July 15 will be eligible for Summer Fridays in the following year.

(5) **Birthday Holiday** – All employees with at least three (3) months of service shall receive a Birthday holiday which may be taken at any time within fifteen (15) days prior to or subsequent to the employee's actual birthday.

(6) Time off outlined in Article 10.2 shall be scheduled only with the supervisor's approval.

**Section 10.3.** Employees shall receive one (1) floating holiday per calendar year as paid holidays. Floating holidays may be taken at any time by mutual consent between the employee and Equity. Floating holidays may be combined with vacation time. Employees with less than twelve (12) months of service will not receive floating holidays.

**Section 10.4.** All employees with at least three (3) months of service shall receive a Birthday holiday which may be taken at any time within fifteen (15) days prior to or subsequent to the employee's actual birthday.

**Section 10.5.** Holidays set forth above, falling on a Saturday or Sunday, shall be observed on the preceding Friday or following Monday, respectively.

## **ARTICLE 11 – PERSONAL DAYS**

**Section 11.1.** Equity shall grant its employees personal days, each calendar year, for bona fide compelling personal business that cannot be conducted other than during the workday. Absent an emergency, at least four (4) working days' notice shall be given prior

to a personal day being scheduled. No explanation is required if the request is made with at least four (4) days' notice.

**Section 11.2.** Employees on payroll as of January 1 shall receive three (3) personal days per calendar year.

**Section 11.3.** Employees who start after January 1, shall receive one (1) personal day for every four (4) months of service, up to a maximum of three (3) personal days per calendar year.

**Section 11.4.** Personal days may not be carried over to the next calendar year.

## **ARTICLE 12 – SICK TIME**

**Section 12.1.** Employees on payroll as of January 1 will receive seven (7) days (one (1) day is defined as seven (7) hours) of paid sick time per calendar year which may be used in case of sickness or injury, or for a medical appointment for the employee or family member. Sick leave may also be used for purposes for time off due to domestic violence, sexual assault or stalking. At the end of each calendar year any unused sick days will be added to a sick leave bank, as defined below.

**Section 12.2.** Employees coming on payroll after January 1 shall earn sick time for use in the calendar year according to the chart below. Employees can take earned sick time after two (2) months of employment.

Month Started	Sick Time	Month Started	Sick Time
January	7	July	3.5
February	6.5	August	3
March	6	September	2.5
April	5.5	October	2
May	5	November	1
June	4.5	December	0

**Section 12.3.** Equity reserves the right to ask for a doctor's note to substantiate sick time if a pattern of abuse is established. In certain instances, Equity may ask for a doctor's note to confirm an employee's ability to return to work. The employee must call the employee hotline as soon as possible if they are unable to come to work.

**Section 12.4.** Sick time can be taken in any increments of two (2) hours or more.

**Section 12.5.** **Sick Leave Bank** – An employee's unused sick leave at the end of the year will be placed in a bank and may be accumulated up to a total of thirty (30) days.

**Section 12.6.** Upon termination of employment, provided the employee has not been terminated for cause, the employee shall receive payment for the employee's unused sick leave bank in accordance with the following:

(1) Total payout from any employee's unused sick leave bank shall not exceed twenty (20) days; and

(2) Any such sick leave bank payout shall be made at the employee's rate of pay at the time of termination.

### **ARTICLE 13 – VACATION TIME**

**Section 13.1.** Vacations with pay are hereby established for all regular employees covered by this agreement and will accrue according to the following schedule from their date of hire.

<b>Years of Service</b>	<b>Total Days</b>	<b>Monthly Accrual</b>
Less than 1 year	See Section B	.835 days
After 1 year – 3 years	10 days	.835 days
After 3 years – 8 years	15 days	1.25 days
After 8 years	20 days	1.667 days

**Section 13.2.** An employee shall be eligible, upon request, for five (5) days' vacation with full pay after six (6) months of employment during the initial year of service. Thereafter the employee accrues additional days of vacation according to the chart in Section A for each completed month of service to be available for immediate use.

**Section 13.3.** In situations where the total accrual results in a fraction of a day which is less than .5 of the days the employee is entitled to, the total number of days will be rounded up to .5. In situations where the total accrual results in a fraction of a day which is more than .5 of the days the employee is entitled to, the total number of days will be rounded up to the next whole number.

**Section 13.4.** Vacations shall be taken at a time mutually agreed upon by Equity and the employee.

**Section 13.5.** Vacation time shall be scheduled only with the supervisor's approval. No more than three (3) weeks of vacation time shall be taken by any employee at any one time.

**Section 13.6.** Equity reserves the right to refuse vacation scheduling requests during any period when collective bargaining negotiations for contracts which fall under the employee's responsibilities are taking place.

**Section 13.7.** Holidays which fall during an employee's vacation period shall not be counted against such vacation time.

**Section 13.8.** Employees may carry over accrued but unused vacation days up to a total of twice the number of days called for in the above schedule at which time additional days will cease to accrue.

**Section 13.9.** In the event of a resignation or discharge of an employee, all accrued and unused vacation 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 14 – ADDITIONAL LEAVES**

### **Section 14.1. Non-Work Related Short Term Disability (Including Maternity/Paternity)**

Should an absence from work exceed seven (7) business days due to illness or injury that is not related to work, staff members will receive a Short-Term Disability benefit of full weekly salary in accordance with the schedule outlined below. This payment is subject to proper medical documentation of the disability. This short-term disability policy is a cumulative provision that will be applied over the total course of employment; it is not renewable for each period of disability that may be incurred. As indicated in the schedule, the maximum short-term disability payment made will not exceed a total of eight (8) weeks of pay over the whole period of employment.

It is understood that during the period of short-term disability in no event may a combination of a state disability payment and a payment received from Equity exceed the employee's regularly weekly rate of pay.

Supplementary short-term disability benefits are made in accordance with the following schedule:

Over 30 days but less than 1 year of service	1 week
1 year but less than 2 years of service	2 weeks
2 years but less than 5 years of service	4 weeks
5 years but less than 10 years of service	6 weeks
10 years or more of service	8 weeks

**Section 14.2. Workers' Compensation/On-the-Job Injury** – Equity will provide Workers' Compensation Insurance in accordance with applicable California law to cover injuries sustained on the job. It is essential that an employee immediately report any on-the-job accident to the Office Manager regardless of whether he intends to file a Workers' Compensation claim.

**Section 14.3. Bereavement Leave** – In the case of death in the immediate family, employees will be granted up to three (3) working days of paid leave. Immediate family covers: mother, father, or step-parent; grandparent; grandchild; spouse; domestic partner; child; brother or sister; mother and father-in-law. (For this purpose, a domestic partner relationship is defined as a primary, affectional relationship with an individual occupying the same residence.)

**Section 14.4.** **Jury Duty** – Equity provides the difference between regular wages and regular jury duty compensation, if any, for a maximum period of up to two (2) weeks. The employee must provide proof of jury duty service and report to work on any day that they are released early from jury duty. The employee must also check in with the office each day of jury duty so that any pending matters or emergencies requiring their attention may be handled promptly.

**Section 14.5.** **Unpaid Leaves** – Equity shall grant employees an extended leave of absence without pay to the extent that such leaves are required by applicable law. Such leaves of absence may be extended by mutual agreement.

**Section 14.6.** **Parental** – Employees shall be entitled to receive up to four (4) weeks of paid parental leave following the birth or adoption of a child. In addition, employees may extend their parental leave without pay for an additional eight (8) months.

### **ARTICLE 15 - SENIORITY**

**Section 15.1.** Seniority is defined as length of continuous service of a regular employee.

**Section 15.2.** Loss of seniority will occur if:

- (1) the employee resigns;
- (2) the employee is discharged for just cause;
- (3) the period of layoff has continued longer than nine (9) months;
- (4) the employee fails to respond to a return to work notice from Equity within seven (7) working days of receipt, unless an employee is unable to return to work due to a physician-verified illness or injury.

### **ARTICLE 16 – LAYOFF AND RECALL**

**Section 16.1.** Layoff is defined as the separation from active payroll due to a reduction in work force.

**Section 16.2.** Layoff shall be by seniority within classification.

**Section 16.3.** Equity shall attempt to provide timely notification to Local 537 of layoffs.

**Section 16.4.** Employees who are laid off shall receive severance payments in accordance with the following schedule:

Seniority	Weeks of Pay
6 months but less than 18 months	2
18 months but less than 3 years	3
3 years but less than 5 years	4
5 years but less than 8 years	5
8 years but less than 10 years	6
10 years but less than 12 years	7
12 years but less than 15 years	8
15 years but less than 18 years	9
18 years and above	10

**Section 16.5.** In the event of recall, laid-off employees will be recalled in reverse order of the lay-off within classifications.

**Section 16.6.** Employees shall have recall rights for up to nine (9) months from date of lay-off.

**Section 16.7.** For purposes of vacation, severance and disability, recalled employees shall retain the seniority they possessed prior to the date that the lay-off occurred, in addition to any negotiated wage and salary increases and benefit improvements.

**Section 16.8.** Laid-off employees shall be notified of recall by certified mail and first-class mail to the last address on file with Equity. A copy shall be sent to the Union and given to the Shop Steward. The recalled employee shall notify Equity within seven (7) working days after receipt of notice of recall of his/her intent whether or not to return to work. After notifying Equity of intent to return, the employee has five (5) days in which to return to work unless other arrangements have been made with Equity.

**Section 16.9.** Should a laid-off employee fail to acknowledge a Recall letter within the time limits set forth above or fail to return to work within the time limits set forth above, he/she will forfeit the job.

## **ARTICLE 17 - VACANCIES**

**Section 17.1.** When job vacancies occur within this unit, it is the intent of the Equity to hire from existing employees, whenever practical.

**Section 17.2.** Notice of all job vacancies within the bargaining unit shall be posted internally and will include job title, minimum salary, and a brief description of the job duties, including qualifications and necessary skills. Equity shall use its best efforts to notify employees of any jobs not covered by this Agreement that may become available for promotion.

### **Section 17.3. PROMOTIONS**

(1) Promotion is hereby defined as a move from a lower classification to a higher classification. When possible and practical, Equity will fill job vacancies in the bargaining unit from within the unit, provided employees are available with the necessary qualifications to fill the vacant position. Where more than one applicant from the unit applying for a unit position is deemed by Equity to have relatively equal qualifications, the position shall be awarded to the employee with the greater seniority. The determination whether or not the employee meets the necessary qualifications for a promotion is solely that of Equity in the exercise of its management rights. The Union reserves the right to engage in conversation with Equity to better understand its decision and may only grieve the decision if the Union contends the decision is in violation of Section 5.1.

(2) Probationary Period. The first sixty (60) calendar days of employment for an existing employee promoted into a new position shall be probationary. Equity will increase the rate of pay to that of the new position immediately. In the event the employee does not successfully pass the probationary period, such employee shall be returned to the former or a comparable position if such is available without any loss of seniority, and the rate of pay will be decreased to that applicable to the employee prior to the promotion.

## **ARTICLE 18 – DISCIPLINE AND DISCHARGE**

**Section 18.1.** It is understood that nothing in this Agreement shall limit in any manner Equity's right and duty to supervise the work of its employees and, in connection therewith, to extend appropriate criticism, suggestions, evaluations, compliments and in every other respect to be generally responsible for the routine functions of supervision and management of the office and its employees.

**Section 18.2.** 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 violation of department or Equity's commonly known policies and procedures. In addition, they include destruction of property, theft, disclosure of membership and Equity's 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 18.3.** For less severe situations where the employee's conduct in relation to work affects Equity's productivity and/or operations (i.e. absenteeism, tardiness, and substandard performance), a progressive discipline system shall be established as follows:

- (1) Verbal with written confirmation

(2) Written

(3) Final written which may result in suspension or termination of the employee.

**Section 18.4.** (1) The employee shall have the right to the presence of a Union steward during all disciplinary conferences and investigatory meetings which could lead to discipline. An employee may choose to request the attendance of the Local 537 Business Representative in lieu of the Union steward at a formal disciplinary conference. Scheduling attendance of either union representative shall not in any manner delay or impede the disciplinary process.

(2) The employee may respond in writing to all charges; this response shall be placed in the employee's personnel file.

(3) The employee is required to sign all written documents issued in connection with disciplinary action. The signature only acknowledges receipt of the written document, not necessarily agreement with its contents. The employee and the Union shall receive a copy of each such document.

## **ARTICLE 19 – SEPARATION**

**Section 19.1.** An employee intending to resign shall give Equity ten (10) days' notice of such intention. Employees not permitted to work out the notification period, shall be paid the hourly equivalent to the notification period or the remainder thereof based on a seven (7) hour workday at their current rate of pay.

Should notice of less than ten (10) days be given, any payout due to the resigning employee will be reduced by the number of days fewer than ten (10) days based on a seven (7) hour workday at their current rate of pay.

**Section 19.2.** Employees discharged for any reason other than a layoff shall not be entitled to the payments outlined in Section 16.4.

## **ARTICLE 20 – GRIEVANCES AND SETTLEMENT OF DISPUTES**

**Section 20.1.** Both parties affirm their commitment to resolving differences that may arise prior to resorting to grievances and arbitration. Any unresolved disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be arbitrable and shall be processed in the manner set forth herein.

**Section 20.2.** The grievance must be presented in writing to the Human Resources Manager with a copy to the immediate supervisor within ten (10) working days after the occurrence which gives rise to the grievance. Grievances not so filed shall be deemed waived.



**Section 20.3.** The following process will be observed:

(1) *Step One.* The Local 537 Business Representative, employee, the supervisor, and management designee shall be present when the grievance is discussed. The employee may request the presence of the Local 537 steward at this meeting.

(2) *Step Two.* If the matter is not resolved at Step One, the employee shall have a meeting with the management designee(s) and the Local 537 Business Representative. The Step Two Management designee shall also include someone other than the Step One manager.

**Section 20.4.** Any settlement must be in writing and signed by the employee and representatives of both the Union and Equity.

**Section 20.5.** In the absence of satisfactory resolution, upon agreement by both parties, the issues may be submitted to either State or Federal Mediation Conciliation Service. This submission must occur within thirty (30) calendar days after the written grievance is submitted to Equity.

**Section 20.6.** In the absence of satisfactory resolution, within forty-five (45) calendar days after the written grievance is submitted to Equity or within ten (10) calendar days of the mediation referenced in Section E, either the Union or Equity may request arbitration. This request shall be made in writing, and the other party to the dispute shall acknowledge receipt of this request within ten (10) calendar days of this receipt.

**Section 20.7.** 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, but no less than nine (9), shall immediately be requested from the American Arbitration Association. 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 American Arbitration Association list. Should one party fail to participate in the arbitration itself, the hearing shall proceed ex parte.

**Section 20.8.** The Arbitrator's decision shall be in writing, final, and binding on all parties.

**Section 20.9.** 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 21 – MANAGEMENT RIGHTS**

All management functions and authority possessed by Equity prior to the execution of this Agreement are retained by Equity and shall remain exclusively with Equity, except as limited by this Agreement. Such functions and authority of Equity include, but are not limited to: the exclusive right to hire, direct, schedule and determine the size and composition of the work force; to assign and schedule work; to plan, direct, and to control operations and all hours of work; to create and alter job descriptions, discharge, discipline, layoff, and assign employees; to promulgate rules, regulations, policies and procedures for the management of its office and employees; to determine the qualifications of employees; to evaluate the work performance of employees; and in all respects to carry out, in addition, the ordinary and customary functions of management.

## **ARTICLE 22 – NO STRIKE/NO LOCKOUT**

**Section 22.1.** 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 22.2.** During the term of this Agreement, Equity will not lock out any of the employees covered hereunder.

## **ARTICLE 23 - SUCCESSORS**

In the event Equity merges or consolidates or by any other means enters into an agreement with another Local or Organization which, in whole or in part, affects the existing appropriate collective bargaining unit, such successor entity shall be bound by each and every provision of the Agreement. Equity shall have an affirmative duty to call this provision of the Agreement to the attention of any such entity, which duty shall be satisfied by written notice.

## **ARTICLE 24 – VALIDITY OF AGREEMENT**

In the event that any provision of this Agreement shall be at any time declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the parties hereto that all provisions not declared invalid shall remain in effect.

## **ARTICLE 25 – MISCELLANEOUS PROVISIONS**

**Section 25.1. Religious Observance Accommodation** – Equity affirmatively states that it shall follow all applicable laws regarding any reasonable accommodation requirements that may exist with respect to an employee’s religious observance needs where such needs may conflict with any after-hours, holiday or weekend work assigned to the employee.

**Section 25.2. Lunch Room and Bulletin Board** – Employees may use the current Staff Kitchen and lunchroom facilities where Equity will provide a bulletin board where Local 537 may post official Local 537 notices.

**Section 25.3. Business Casual Dress** – Equity reaffirms its acceptance of business casual dress. Staff members must present a professional demeanor and appearance at all times appropriate for the day's activities.

**Section 25.4. Joint Labor/Management Committee**: Equity and the Union agree to conduct labor management meetings between Representatives of the Union and Equity up to three (3) times per year for the purpose of discussing items of mutual interest. It is explicitly understood that these meetings shall not have any effective authority with respect to this Agreement, and that this is not subject to the Dispute Resolution Article of this Agreement. The parties will mutually agree on calendar and topics of discussion.

## **ARTICLE 26 - INSURANCE**

**Section 26.1. Health Insurance** - Health insurance benefits will be paid for by Equity and administered by the Equity -League Health Trust Fund under the same plan that covers Equity members. This plan may be amended at any time. On the first day of the month following the first thirty (30) days of employment, the employee is eligible to be covered under the health plan.

**Section 26.2.** At the employee's option, Equity shall either (1) pay the total dental insurance premium per month to cover costs of the currently available Equity -League Health Trust Fund's, self-pay D-HMO Dental Plan; (2) pay the identical amount toward The Equity-League Health Trust Fund's Dental PPO Plan; or (3) reimburse the employee's dental expenses up to the identical amount upon presentation by the employee to Equity of such paid receipts within the calendar year.

**Section 26.3. Post-Retirement Health Insurance Benefit** - This will confirm the current conditions established by the Actors' Equity Association Council for receipt of the Post-Retirement Health Insurance Benefit.

Currently, employees who retire from employment at Equity will receive the Post-Retirement Health Insurance Benefit provided that they meet the following conditions:

(a) Employee must be retiring directly from employment with Actors' Equity; and

(b) Employee must be retiring with a full (not reduced) pension from the Actors' Equity Staff Pension plan; and

(c) Employee must have no less than twenty (20) full years of continuous service with Actors' Equity.

## **ARTICLE 27 – PENSION PLAN**

**Section 27.1.** Actors' Equity Association established the SPP on July 1, 1962 and maintains the Plan in compliance with the Employee Retirement Income Security Act (ERISA) of 1974. All employees of Actors' Equity Association are eligible for benefits from the Plan based on the participation and vesting rules. An employee automatically becomes a Participant in the plan on January 1 or July 1 following a twelve (12) month consecutive period in which the employee works one thousand (1,000) hours. An employee automatically becomes one hundred percent (100%) vested in the Plan and eligible for benefits after the employee completes five (5) years of Vesting Service. An employee receives one (1) year of vesting service for each calendar year that the employee works one thousand (1,000) hours.

**Section 27.2.** Additional Death Benefits – One of the benefits of the SPP is a five thousand (\$5,000.00) dollar death benefit for active employees who have six (6) months of participation in the Plan and for retired employees who are receiving a pension.

## **ARTICLE 28 – WAGES AND COMPENSATION**

**Section 28.1.** Equity agrees to pay not less than the minimum hourly wage scale shown in Section 28.14 below.

**Section 28.2.** 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 Equity.

**Section 28.3.** Any employee assigned to work in a higher classification in lieu of their current classification shall be paid at least the minimum hourly wage scale of the higher classification.

**Section 28.4.** Any employee who lays off of his/her own volition will not be paid for the 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 28.5.** Employees shall be paid their hourly rate for non-local travel time and reimbursed for travel related business expenses subject to the approval of their supervisor.

**Section 28.6.** Employees shall receive ten dollars (\$10.00) for meals on any day in which they work one and half (1½) hours overtime or more when a meal is not provided or paid for.

**Section 28.7.** Any employee who is engaged and reports to work and is not put to work, shall receive one (1) day's pay.

**Section 28.8.** 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 28.9.** Any 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.

**Section 28.10.** A designated weekly payday shall be established.

**Section 28.11.** Any employee who is required by the Equity 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 the maximum amount recognized by the Internal Revenue Service per mile. Equity shall provide the proper insurance coverage based on the minimum State requirements for the business use of the vehicle, notwithstanding the personal insurance required to be held by the owner of the vehicle.

**Section 28.12.** The cost of any bond or notarial commission required of office employees who are covered by this Agreement shall be paid for by Equity. Should an employee not qualify or cease to qualify for bonding, pursuant to Equity's bonding company policies, such employee shall be subject to termination.

**Section 28.13. Proration** – Employees with less than one (1) full year of service shall receive any raise set forth hereinafter only in accordance with the following schedule:

From 9 months to 12 months	75% of annual increase
From 6 months to 9 months	50% of annual increase
Less than 6 months	0% of annual increase

**Section 28.14. Wages** – Effective August 1, 2018, the following are the minimums and maximums for this Unit.

Minimum Hourly Wage		
Classifications	Minimum	Maximum
Receptionist	\$18.50	\$25.00
Membership Associate Contract Associate	\$22.00	\$27.50

(1) Effective August 1, 2018, all employees on payroll as of August 1, 2018, with less than one (1) year of service will receive a two percent (2%) wage increase; an employee with one (1) to two (2) years of service shall receive a three percent (3%) wage increase and current employees with greater than two (2) years of service shall receive a four percent (4%) wage increase. These increases will be applied to the new minimum.

(2) Effective August 1, 2019, all current employees shall receive a three percent (3%) wage increase.

**Section 28.15. Equity-League 401(k) Plan** – The employee may elect to participate in the Equity-League 401(k) Plan.

**Section 28.16. Coverage of Vacant Positions**

(1) For the period of time that an employee is assigned, in addition to the employee's own work, also to cover the work of an employee covered by this Agreement whose position is vacant as a result of resignation, termination, disability, Equity shall pay a maximum additional weekly payment in the amount of one hundred and twenty-five (\$125.00) per week for the first six (6) weeks of coverage; with the understanding that the payment will be paid immediately for all coverage. After six (6) weeks, the coverage payment shall increase to one hundred and seventy-five dollars (\$175.00) per week.

(2) The maximum additional weekly payment shall be prorated if more than one (1) employee is assigned to cover the work of the vacated position.

**Section 28.17. Holiday Bonus** – Equity will continue to provide one (1) week's salary in the month of December to employees with at least one (1) year of service as a holiday bonus. Employees with less than one (1) year of service shall receive a pro-rated bonus.

**ARTICLE 29 - VOTE**

**Section 29.1.** Equity 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. Equity shall be held harmless in any disputes arising between the Union and the Employee regarding these deductions or for instances in which the Union has erroneously instructed Equity to make deductions.

**Section 29.2.** A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit "A".

**Section 29.3.** OPEIU agrees to indemnify and hold Equity harmless against any and all claims, suits, orders, or judgments against Equity resulting from any action taken or not taken by Equity pursuant to the provisions of Article 29.

**ARTICLE 30 – TERM OF AGREEMENT**

This Agreement shall be in full force and effect from August 1, 2018 through July 31, 2020 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 July 31, 2020, 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:**

Actors' Equity Association (Unit 2)

**FOR THE UNION:**

OPEIU Local 537

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Steven DiPaola  
Assistant Executive Director for  
Finance and Administration

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Lynnette T. Howard  
Business Representative

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Date

*LTH:mm*  
*OPEIU #537/AFL-CIO, CLC*

---

Date

**EXHIBIT "A" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE)**

TO:

I hereby authorize you as my Employer (Actors' Equity) 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 (Actors' Equity) will not check off 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 (Actors' Equity) 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