

Agreement Between  
Goldschmid, Silver & Spindel  
AND  
Office and Professional Employees  
International Union, Local 30, AFL-CIO



January 1, 2016 – December 31, 2018

## **AGREEMENT**

This Agreement is made and entered into at Los Angeles, California, this 10<sup>th</sup> day of December, 2015, by and between Goldschmid, Silver & Spindel (hereinafter referred to as the "Employer") and Office and Professional Employees International Union, Local 30, AFL-CIO, (hereinafter referred to as the "Union").

Witnesseth:

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

### **ARTICLE I - RECOGNITION**

#### **Section 1**

The Union agrees to use every effort and means at its disposal to assist and promote the business and welfare of the Employer.

#### **Section 2**

Pursuant to certification by the National Labor Relations Board in Case No. 31-RD-581, the Employer shall recognize the Union for the purpose of collective bargaining for its employees at Los Angeles and at any other designated location where work is performed for the Employer as the sole, exclusive representative of the employees coming under the jurisdiction of this Agreement with respect to hours, wages, and other terms of employment.

### **ARTICLE II - UNION SHOP**

#### **Section 1**

The Employer agrees to have in its employ in positions coming under the jurisdiction of the Union only employees who agree to become members of the OPEIU, Local 30. On the thirtieth day following the beginning of employment, the effective date of this Agreement, or the execution date of this Agreement shall, as a condition of employment, become and remain a member of the Union. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to the payment of full dues and initiation fees, only the obligation to pay periodic dues and initiation fees related to representational costs.

## Section 2

The Employer agrees to deduct after thirty-one (31) days for all permanent employees the Union initiation fee and monthly dues from the wages of each employee.

The Employer agrees to deduct after thirty-one (31) days for all temporary and probationary employees a monthly work permit fee for the support of the bargaining agent, which shall be in the same amount as the monthly dues fee.

The Employer agrees to submit to the financial officer of the Union a monthly record of all new employees, together with their starting dates and classifications. The Employer agrees to advise the Union of the dates of any termination, together with all the names of all employees from whose earnings deductions have been made. All money deducted by the Employer shall be remitted to the Union on or before the tenth day of the month following that in which the deductions are made.

## Section 3

The Union agrees to provide the Employer with an initiation fee, dues deduction authorization form.

The Union agrees to provide the Employer with a monthly reporting form for the remittance of deductions made for all employees.

## Section 4

The Employer shall recognize the union steward and shall not discharge or otherwise discriminate against said union steward because of the duties of said office. The union steward's duties shall not interfere with his/her work as an employee.

## Section 5

The Employer shall not discharge or otherwise discriminate against any of its employees because of union affiliation or activity, but the Employer shall have the right to discharge any employee for dishonesty, insubordination, or incompetence.

# **ARTICLE III – PROBATIONARY, TEMPORARY, AND REGULAR PART-TIME EMPLOYEES**

## Section 1

All employees may be regarded as probationary employees for the first thirty (30) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period.

## Section 2

At the close of probationary period, the employee shall be considered a permanent employees, except as provided in Section 3 of this Article, and shall be entitled to all contract benefits from the date of employment.

## Section 3

A temporary employee must be informed at the start of employment that he/she may not work past two (2) months of employment as temporary employee.

Extension to this time period may be granted up to an additional 30 days provided written notice is given to the Union detailing rationale. Paid time-off and insured benefits, such as health and dental plan coverage, holidays benefits and premiums are not extended to employees in a temporary status.

## Section 4

A regular part-time employee who works more than 20 hours per week shall be covered by all conditions as set forth in this Agreement for permanent employees, except that sick leave, weekly wage guarantee, holidays, and vacations shall be figured on a pro rata basis consistent with the time regularly employed each week. A regular part-time employee is defined as an employee who works on a regularly scheduled basis and puts in at least sixty (60) working days in a six (6) calendar month period.

Employees who work 20 hours or less per week shall not be entitled to any Health & Welfare and Pension benefits under the provision of the Collective Bargaining Agreement.

Part-time employees who normally work 20 hours or less per week may work additional hours on a temporary basis, provided written notice is given to the Union, detailing rationale and timeframe, not to exceed 120 days, in a calendar year.

## **ARTICLE IV – HOURS OF EMPLOYMENT**

### Section 1

Working hours for employees shall not be more than thirty-five (35) hours in any one (1) week. Employees shall not be required to work more than five (5), seven (7) hour consecutive days, Monday through Friday, inclusive, excluding a lunch period of not more than one (1) hour.

Section 2

The regular work day shall be between the hours of 8:00 a.m. and 6:30 p.m., Monday through Friday, inclusive.

Section 3

The Employer agrees that a rest period of not less than 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 work day.

**ARTICLE V – WAGES**

Section 1

Effective January 1, 2016, a one-time raise increase of 2% to base wage for all employees.

Effective January 1, 2017, a one-time raise increase of 2% of base wage for all employees.

Effective January 1, 2018, a one-time raise increase of 2 % of base wage for all employees.

Section 2

In the event an employee is called back to work without prior notification after he/she has completed his/her scheduled hours and after leaving his/her place of employment, he/she shall be guaranteed three and one-half (3½) hours of work or pay in lieu thereof.

Section 3

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

Section 4

Any employee working as a replacement for an employee in a higher classification for three (3) or more consecutive days shall be paid a rate commensurate with an employee in the higher classification having similar seniority as the replacement employee.

Section 5

All regular employees shall be guaranteed a full week's work. In the event an employee shall work less than a full week at the request of the Employer, he/she shall be paid for a full week's work. Any employee who lays off of his/her own volition may be docked. Each employee shall be paid bi-weekly.

### Section 6

Any regular part-time employee coming under the jurisdiction of this Agreement working three and one-half (3½) consecutive hours or less shall be paid for three and one-half (3½) consecutive hours. Any regular part-time employee who works more than three and one-half (3½) consecutive hours in any one (1) day shall be paid not less than one (1) day's wages as set forth in Section 1 of this Article, unless the failure to work seven (7) hours is for the convenience of the employee.

### Section 7

It is expressly understood and agreed that the wage scales and conditions herein set forth are minimum scales and conditions, and no employee who may be receiving more than the minimum for the classification in which he/she is employed at the time of signing this Agreement shall have his/her wages or conditions reduced nor the hours increased by reason of this Agreement.

### Section 8

The parties agree on a one (1) week time limit to respond to vacation and merit raise requests.

## **ARTICLE VI - OVERTIME**

### Section 1

Inasmuch as overtime is detrimental to the best interests of the employee, only in case of absolute necessity shall an employee be required to work overtime.

### Section 2

All time worked over seven (7) hours in any one (1) day or more than thirty-five (35) straight-time hours in any one (1) week shall be considered overtime and paid at the rate of time and one-half (1½), except as specified in Section 3 of this Article.

### Section 3

All work performed before 8 a.m. or after 6:30 p.m., Monday through Friday, inclusive, shall be paid at the rate of time and one-half (1½) hours of overtime worked in any one (1) calendar day, including Saturday or any time worked on Sundays and holidays or days observed as such, shall be paid for at double the hourly rate.

Section 4

Any employee working on Saturday, Sunday or a holiday shall be guaranteed not less than three and one-half (3½) hours of work.

Section 5

Overtime shall not be paid unless the working of overtime hours is authorized by the attorney in charge of the office or department or the office manager of the office in which the employee works. Overtime will be paid in the second payroll of each month for overtime hours worked in the previous month.

**ARTICLE VII – HOLIDAYS**

Section 1

All employees coming under the jurisdiction of this Agreement shall be guaranteed the following holidays with pay:

Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday - ½ day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	New Year's Day

Employees shall receive two (2) paid personal days per year to be requested and approved based upon the operational needs of the Employer.

It is permissible to use existing vacation time during the week of December 25<sup>th</sup> through January 1<sup>st</sup>. This time can only be used as vacation with the authorization of the supervising attorney. The Union shall designate a date by which time all employees shall be required to submit requests for vacation time during the week of December 25<sup>th</sup> through January 1<sup>st</sup>. Within one (1) week from that selected date, the Employer shall approve or deny such requests for vacation time.

Should any of these holidays fall on a Sunday, the Monday immediately following shall be observed. If a holiday falls on a Saturday and the employee normally does not work on Saturday, he/she shall receive six (6) days pay for that week at the straight-time rate or the Employer, at its option, may observe either the Friday preceding or the Monday following,

provided the employees are notified forty-eight (48) hours in advance which day is to be observed.

## Section 2

In the event any of the holidays enumerated in Section 1 of this Article fall during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring.

## **ARTICLE VIII – SICK LEAVE**

### Section 1

- a) All employees who have been employed for one (1) year or more are entitled to eight (8) sick days in any calendar year. If an employee does not use eight (8) sick days, the unused sick days cannot be accumulated, except as provided in subparagraph (c).
- b) Employees who do not have one (1) year of service, shall earn eight twelfths (8/12) of a day of sick leave per month until they have completed one (1) year of service.
- c) In any calendar year, any employee who uses less than eight (8) sick days shall be entitled to bank or accumulate sick days for serious illness that may occur in a subsequent calendar year. In no event shall an employee be allowed to bank more than three (3) unused sick days in one (1) calendar year. Further, the method for computing bankable days in a given calendar year is that unused sick days shall be subtracted from eight (8) total eligible days and the remainder shall be the total bankable days. Serious illness is defined as an illness which lasts longer than the number of sick days to which and employee is entitled in a calendar year, verified by a doctor's certificate.

In any one calendar year, if there are unused sick days from the eight (8) allocated sick days, the first three (3) shall be banked as indicated above. If there are additional unused sick days, then at the end of the calendar year the employee shall be compensated for fifty percent (50%) of a total of the next three (3) unused sick days. To clarify by way of example: if an employee had eight (8) unused sick days, at the end of the calendar year they would bank three (3) days, be compensated for fifty percent (50%) of three days, and lose two days.

In the event of illness of a child who normally attends school, camp, etc., and on the representation that no one else is available to be with that child, a sick day may be used. A pattern of behavior of sick days shall nullify this right. Such a pattern shall be in the discretion of the Employer.

- d) Sick leave shall be used and payable only in the event of sickness and, if unused, may not be replace by days off or payment of wages except as hereinafter provided.



- e) The Employer agrees that during a prolonged period of disability, it shall continue to make payment on behalf of an employee of premiums for the health and hospitalization insurance in effect for a period of six (6) months following the commencement of an employee's period of disability. Thereafter, in accordance with the policy of insurance in effect, the employee shall have the right to convert the medical and hospitalization insurance.

### Section 2

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

### Section 3

In case of death in the immediate family (parents, brother, sister, spouse, children, guardian, or other persons in unique and special relationship with an employee), an employee shall be granted a leave of absence of three (3) days with pay. This leave is not to be charged against sick leave.

### Section 4

In any calendar year, if there is a pattern of behavior of sick leave abuse, as defined below for each day of sick leave abuse, the employee shall be denied a sick day and shall receive a warning letter. Sick leave abuse is defined as a pattern of behavior of requesting sick leave on Mondays or Fridays or on days before or after a paid vacation day or holiday. If there have been two (2) such sick days, on the third such sick day a doctor's certificate shall be requested. A third such sick day that is unexcused shall be denied and a warning letter shall be issued.

## **ARTICLE IX – SUPPLEMENTAL DISABILITY**

### Section 1

In the event that a more permanent employee who has been employed ninety (90) days or more by the Employer becomes disabled, the following shall apply:

- a) If the disability involves no hospitalization and lasts three (3) days or less, the sick leave provisions provided herein in Article VIII, Section 1 shall apply. If the disability involves hospitalization or lasts more than three (3) days and the employee is entitled to draw and does draw Unemployment Compensation Disability benefits, then the Employer agrees that it shall pay to the employee an amount equivalent to the difference between the Unemployment Compensation Disability benefits drawn and seventy-five percent (75%) of the employee's gross salary for the periods set forth below:

Employed by the Employer ninety (90) days to one (1) year – maximum number of weeks of supplemental disability provided by Employer – thirteen (13) weeks.

Employed one (1) year or more – twenty-six (26) weeks.

- b) In the event an employee is not entitled to draw Unemployment Compensation Disability benefits, fails to draw such benefits, has exhausted such benefits, then the sick leave provisions provided herein Article VIII shall apply.
- c) The Employer may require proof of sickness and inability to work before paying any sick leave benefits or supplemental Unemployment Compensation Disability benefits, as provided herein.

**ARTICLE X – HEALTH AND WELFARE, DENTAL AND VISION**

**Section 1**

- a) The health and welfare plan currently in effect shall be maintained or improved upon. In the event that the plan is curtailed or coverage is reduced, it shall become a negotiable item with consideration given to the health and welfare plan of the Union, Local 30.
- b) Effective on the expiration of the Employer’s current health and welfare plan, or at some other times as are mutually agreeable, the employer agrees to discuss the implementation of the health and welfare plan of the Union, Local 30. It is agreed that these discussions are without any obligation on the part of the Employer to provide the health and welfare plan of the Union, Local 30, nor may the Employer be compelled to agree to the implementation of the Union, Local 30.
- c) The employees and Employer shall share the cost of the health plan, twenty percent (20%) paid by the employee and eighty percent (80%) paid by the Employer.

**Section 2**

It is agreed that if the union, Local 30, enters into a vision care program, the Employer will pay one-half (½) of the insurance premium up to a maximum of \$10.00 per employee per month.

**Section 3**

Eligibility of an employee is to be determined by the members of the Trust Fund Committee acting in accordance with the terms and provisions of the Instruments of Trust in effect at any given time.

**Section 4**

With respect to employees who operate computers, the Employer agrees to add ultraviolet filters to computer terminals to provide height adjustment devices for computer terminals and keyboards, and to provide supportive chairs for computer operators.

### Section 5

Employees shall pay a \$100.00 deductible for major medical insurance for outpatient care and a \$100.00 deductible for hospitalization.

### Section 6

An employee wishing to further his/her education in a course within the scope of his/her employment shall first present the course for approval by the Employer. The employee shall pay for the course and, upon successful completion, shall present a receipt for the total cost of the course for reimbursement by the Employer.

### Section 7

The Employer will provide parking for all employees who drive automobiles to work at the Los Angeles office. The Employer agrees to provide monetary compensation in the amount of \$82.50 for those employees taking other forms of transportation to the Los Angeles office.

The parties, by executing this Agreement, agree to be bound by all provisions of the Agreement of Trust, including any modifications or amendments thereto, and the parties further agree that the members of the Trust Fund Committee at any given time are authorized to represent the parties to the Agreement of Trust.

The parties further agree that the above obligations exist without necessity of executing any additional written instrument.

## **ARTICLE XI – VACATIONS**

### Section 1

Vacations with pay are hereby established for all employees covered by this Agreement. Employees having one (1) year or more of continuous employment shall be entitled to two (2) weeks of vacation each year with full pay. Employees with five (5) years or more of continuous employment shall be entitled to three (3) weeks of vacation each year with full pay. Employees with ten (10) years or more of continuous employment shall be entitled to four (4) weeks of vacation each year with full pay.

An employee shall be granted, upon request, one (1) week's vacation with full pay after six (6) months of continuous employment during the initial year of service, plus one (1) week's vacation with full pay at the end of that year. In case of termination or separation, vacation is earned and accrued month by month from the date of employment at the rate of five sixths ( $\frac{5}{6}$ ) of a day per month for those employees who have been employed less than four (4) years, at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month for those employees who

have completed four (4) years of service and at the rate of one and two-thirds (1 $\frac{2}{3}$ ) days per month for those employees who have completed nine (9) years of service.

The Office Manager shall have available at all times a summary of each employee's used and accrued sick and vacation time.

### Section 2

Employees shall be allowed to bank 50% of their vacation time not to exceed two weeks accrued total. All existing accrued vacation time as of January 1, 2013 that exceeds two weeks shall be used over the course of the next three years.

### Section 3

Reasonable periods of absence from work because of sickness or for other reasons during the employment period shall be considered as time worked in computation of the vacation credit. If any holidays set forth in Article VII of this agreement fall within the vacation period of an employee, he/she shall be allowed an extra day's vacation in lieu thereof for such holiday so occurring. Vacations shall be taken at a time mutually agreed upon by the Employer and employee.

## **ARTICLE XII – LEAVE OF ABSENCE**

### Section 1

Upon mutual agreement in writing, a leave of absence may be granted, and in the event such leave of absence is taken, the employee shall not forfeit seniority rights under this Agreement. Health and welfare payments shall be paid by the Employer for the first thirty (30) days of such leave of absence.

### Section 2

When an employee has a serious illness, or has had an injury, the Employer shall grant a leave of absence in writing for a period up to six (6) months if the employee so desires such a leave of absence. Further, by mutual agreement, the leave of absence may be extended beyond the six (6) month period provided that the employee, after six (6) months' leave of absence, shall not accumulate seniority beyond the six (6) month leave.

### Section 3

Upon the request of an employee, the Employer shall grant a three (3) month maternity leave, and the health and welfare coverage shall be continued by the Employer during this period.

### Section 4

In no event shall Sections 1 through 3 provide less benefits than the Family and Medical Leave Act of 1993.

## Section 5

The anniversary date for benefits shall be January 1, each year. This shall include sick days, vacations, and for purposes of FMLA.

## **ARTICLE XIII – SEVERANCE PAY**

### Section 1

- a) If the Employer discontinues the services of a regular employee of less than one (1) year of service, such an employee shall receive one (1) week of notice or one (1) week of pay in lieu thereof in addition to any salary earned.
- b) If the Employer discontinues the services of a regular employee with more than one (1) year of service, such employee shall receive two (2) weeks of notice or two (2) weeks of pay in lieu thereof, in addition to any salary earned.
- c) Employees who quit or are terminated for cause under the Provisions of Sections 1 (a) and (b) shall receive no severance pay.
- d) If the Employer discontinues the services of a regular employee with less than one (1) year of service, such employee shall receive no severance pay; employees with one (1) to five (5) years of service shall receive two (2) weeks of severance pay; employees with six (6) or seven (7) years of service shall receive three (3) weeks of severance pay; employees with eight (8) or nine (9) years of service shall receive four (4) weeks of severance pay; employees with ten (10) or more years of service shall receive five (5) weeks of severance pay.

### Section 2

All unpaid vacation allowances shall be paid to the employee upon date of termination, in addition to such severance pay allowance as provided in Section 1 of this Article.

### Section 3

There shall be no obligation upon the part of the Employer to grant severance pay in accordance with the provisions of this Article in the event an employee is terminated for proven dishonesty, drunkenness, or provoking discharge with the intent to collect severance pay.

### Section 4

An employee intending to resign shall give the Employer two (2) weeks notice of such intent. Any notice less than two (2) weeks shall be deducted from severance pay on a pro rata basis.

## **ARTICLE XIV – RETIREMENT PLAN**

### **Section 1**

Effective January 1, 2013, the Employer shall pay into the Union, Local 30, Retirement Plan the sum of \$30.00 per week for each permanent and regular part-time employee.

### **Section 2**

Such payment shall be made for employees on paid vacations, holidays, and sick leave.

### **Section 3**

By executing this Agreement, the parties agree to be bound by all the provisions of the Agreement of Trust date January 1, 1962, including any modifications or amendments thereto. The parties further agree that the Joint Board or Trustees is authorized to represent the parties to this Agreement and the employees beneficiaries thereto.

### **Section 4**

The Union agrees that by becoming a party to the Union, Local 30, Retirement Plan, the Employer shall have no further obligation to continue in effect any pension or retirement plans or arrangements that existed prior to August 1, 1970, whereby employees covered by the collective bargaining agreement were entitled to or did, in fact, receive benefits of any kind whatsoever and that the Employer may cease and terminate any such pre-existing plans.

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

## **ARTICLE XV – SETTLEMENT OF DISPUTES**

In the event any dispute should arise as to the true interpretation of this Agreement, or in regard to the enforcement of its provisions, or in regard to unfair discharge, the Business Agent or other duly authorized official of the Union shall meet with the Employer and its duly authorized representative in an effort to adjust the matter. If a satisfactory adjustment cannot be reached within five (5) days, then the entire matter shall be submitted in writing to a 'board of adjustment' consisting of one (1) representative of the Employer and one (1) representative of the Union. The two (2) chosen representatives shall then select a third disinterested party, then the executive board of the Local Central Labor Council shall submit five (5) names of disinterested parties to the representatives of the contracting parties, one (1) of which will be chosen as the third disinterested party. Said board shall meet for consideration of all matters that may be referred to it within three (3) days subsequent to receipt of same. The board's decision shall be submitted to both contracting parties, signed by a majority of the board, and their decision shall be binding upon both contracting parties. All expenses incurred by such a procedure shall be

equally shared by both contracting parties. It is further understood that duly authorized representatives of the union shall have authority on behalf of the Union to enforce the terms of this Agreement and choose the Union representative provided for herein.

#### **ARTICLE XVI – SAVING PROVISION**

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 portion hereof, and they shall remain in full force and effect.

#### **ARTICLE XVII – SENIORITY**

Seniority shall prevail in cases of layoff, demotions due to layoff, or rehiring following layoffs where the employee has the ability to perform the job. In the event that an employee is, because of this section, required to take a job at a lower classification, the employee shall work at the wage rate of that classification as determined by the employee's length of service. The right to recall after layoff shall exist for a period of six (6) months following the date of layoff.

#### **ARTICLE XVIII – DISCHARGE**


Discharge of an employee shall be only for just cause. Upon such discharge, all rights under this Agreement shall terminate except for the right to arbitrate the question of whether or not the employee was discharged for "just cause".

#### **ARTICLE XIX – DURATION**

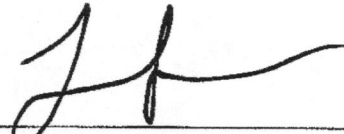

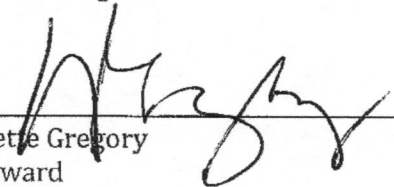
This agreement shall be in full force and effect on and after the first day of January, 2016, to and including the thirty-first day of December, 2018. Written notice of desire to modify, amend, or terminate this Agreement must be served sixty (60) days prior to the expiration of this Agreement. If agreement upon such modifications or amendments is not reached before the thirty-first day of December, 2018, this agreement shall automatically terminate unless, prior to that date, the parties have agreed in writing to extend this Agreement for a specified period of time.

IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement this 10<sup>th</sup> day of December, 2015.

For the Office and Professional  
Employees International Union,  
Local 30, AFL-CIO

  
\_\_\_\_\_  
Walter Allen, Jr.  
Executive Director/CFO

For Goldschmid, Silver & Spindel

  
\_\_\_\_\_  
Lawrence Silver  
Partner  
\_\_\_\_\_  
Lolita Babaran  
Business Agent  
\_\_\_\_\_  
Yvette Gregory  
Steward



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