

SOUTHERN CALIFORNIA UNITED FOOD &
COMMERCIAL WORKERS UNIONS
AND DRUG EMPLOYERS PENSION FUND
AGREEMENT

April 1, 2022 – March 31, 2025

Between

UFCW LOCAL 770

and

SOUTHERN CALIFORNIA UNITED FOOD &
COMMERCIAL WORKERS UNIONS
AND DRUG EMPLOYERS PENSION FUND

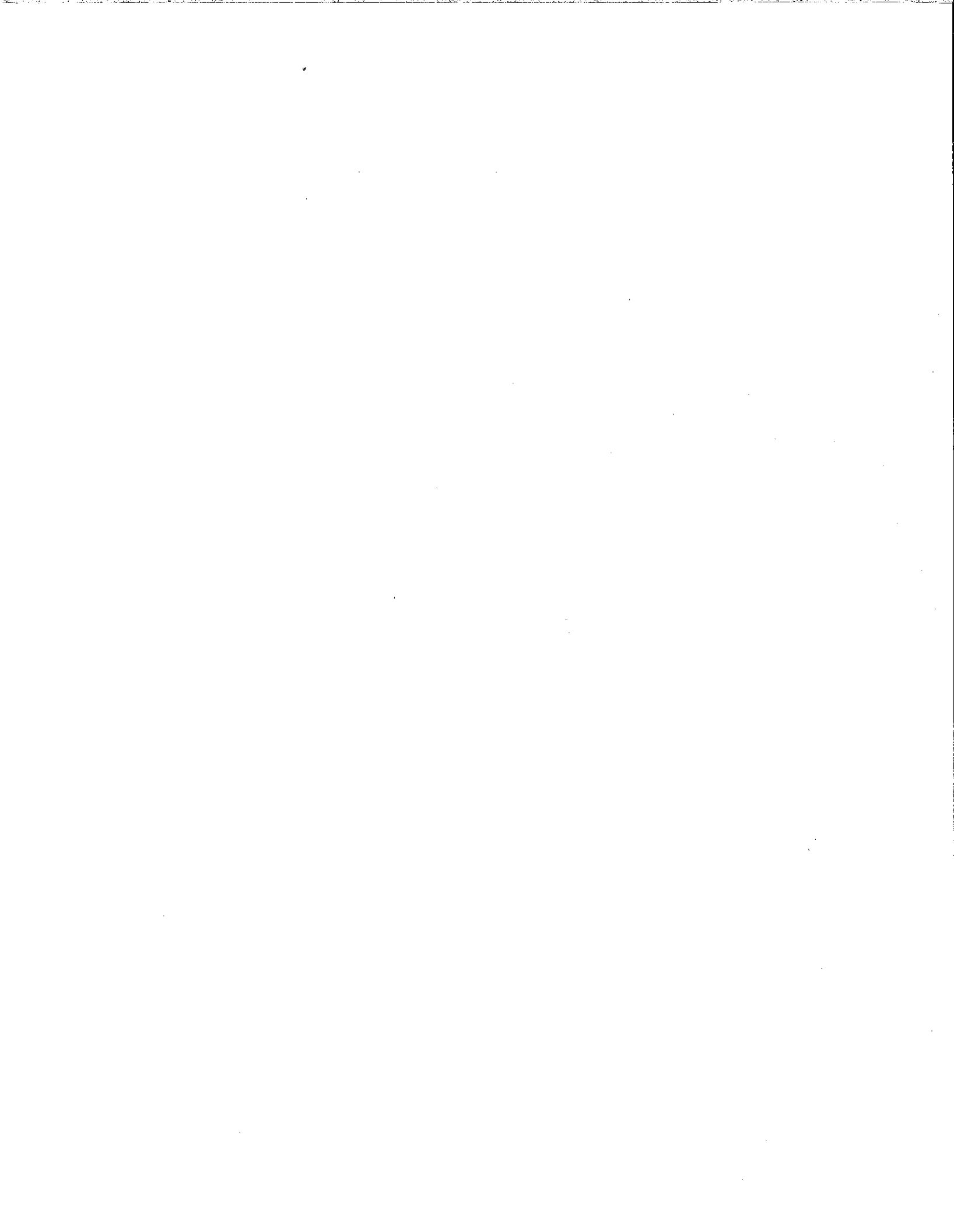
INDEX

Page

ARTICLE I - INTENT AND PURPOSE.....	1
ARTICLE II - RECOGNITION OF THE UNION.....	1
SECTION A. BARGAINING UNIT.....	1
ARTICLE III - UNION SECURITY AND EMPLOYEMENT PROCEDURES.....	1
SECTION A. UNION SHOP.....	1
SECTION B. EFFECTIVE DATE.....	2
SECTION C. MEMBERSHIP OBLIGATION.....	2
SECTION D. EMPLOYMENT PROCEDURE.....	2
SECTION E. NOTICE OF NEW HIRES.....	2
SECTION F. NONDISCRIMINATION.....	2
SECTION G. DUES DEDUCTION.....	3
SECTION H. POLITICAL CHECKOFF.....	3
ARTICLE IV - PROBATION PERIOD.....	3
SECTION A. PERIOD.....	3
SECTION B. SENIORITY RIGHTS.....	4
SECTION C. AGREEMENT ENTITLEMENT.....	4
SECTION D. TERMINATION.....	4
ARTICLE V - DISCHARGE AND DISCRIMINATION.....	4
SECTION A. DISCHARGE FOR CAUSE.....	4
SECTION B. WARNING NOTICES.....	4
SECTION C. RECORD AND WAGES DUE.....	4
SECTION D. DISCHARGE FOR INCOMPETENCY OR LAYOFF.....	4
SECTION E. UNION PRINCIPLES.....	4
SECTION F. NOTICE OF INTENTION TO QUIT.....	5
SECTION G. GRIEVANCE AND ARBITRATION.....	5
ARTICLE VI - VISITATIONS.....	5
SECTION A. UNION REPRESENTATIVE.....	5
SECTION B. SHOP STEWARD.....	5
ARTICLE VII - SENIORITY.....	5
SECTION A. DEFINITION.....	5
SECTION B. PROMOTIONS, TRANSFERS, DEMOTIONS AND JOB PREFERENCE.....	5
1. Promotions.....	5
2. Classification Transfers.....	6
3. Job Posting Procedure.....	6
SECTION C. REDUCTION OF HOURS, LAYOFF AND RECALL.....	7
SECTION D. SEVERANCE PAY.....	8
ARTICLE VIII - HOURS AND WORKING CONDITIONS.....	8
SECTION A. WORKWEEK.....	8
SECTION B. READY FOR WORK.....	8
SECTION C. WORKDAY.....	8
SECTION D. DAILY GUARANTEE.....	8
1. Full-Time.....	8
2. Part-Time.....	8
SECTION E. OVERTIME.....	9
SECTION F. SUNDAY PAY AND GUARANTEE.....	9
1. Sunday Pay.....	9

2. Sunday Guarantee.....	9
SECTION G. REST PERIODS	9
SECTION H. TARDINESS.....	9
ARTICLE IX - WAGES AND CLASSIFICATION.....	10
SECTION A. RATES.....	10
SECTION B. PREVIOUS EXPERIENCES.....	10
SECTION C. NEW CLASSIFICATION.....	10
SECTION D. VACANCY IN A JOB OR CLASSIFICATION.....	10
SECTION E. RELIEF WORK.....	10
SECTION F. PAY PERIOD.....	10
SECTION G. REDUCTION IN RATE.....	11
SECTION H. TRAVEL ALLOWANCE.....	11
SECTION I. BONUSES.....	11
ARTICLE X - HOLIDAYS.....	11
SECTION A. PAID HOLIDAYS.....	11
SECTION B. HOLIDAY WORKWEEK.....	12
SECTION C. HOLIDAY PAY.....	12
SECTION D. WORK ON HOLIDAYS.....	12
SECTION E. REQUIREMENTS.....	12
SECTION F. VOLUNTARILY CLOSING.....	12
ARTICLE XI - VACATIONS.....	12
SECTION A. ENTITLEMENT.....	12
1. One Year.....	12
2. Five Years.....	13
3. Fifteen Years.....	13
4. Twenty Years.....	13
SECTION B. VACATION PAY.....	13
SECTION C. PAYMENT DATE.....	13
SECTION D. PRO RATA.....	13
SECTION E. HOLIDAYS DURING VACATION.....	13
SECTION F. VACATION SCHEDULE.....	13
SECTION G.....	13
ARTICLE XII - LEAVES OF ABSENCE.....	14
SECTION A. EMERGENCY LEAVE.....	14
SECTION B. AUTHORIZED LEAVE.....	14
SECTION C. LEAVES IN WRITING.....	14
SECTION D. REINSTATEMENT AFTER A LEAVE.....	14
SECTION E. EMPLOYMENT.....	14
SECTION F. TERMINATION AFTER A LEAVE.....	15
SECTION G. BEREAVEMENT PAY	15
SECTION H. FAMILY SCHOOL PARTNERSHIP ACT.....	15
ARTICLE XIII - GENERAL CONDITIONS.....	15
SECTION A. HEALTH.....	15
SECTION B. SAFETY.....	15
SECTION C. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE.....	15
SECTION D. WORKING RULES.....	16
ARTICLE XIV - SICK LEAVE.....	16
SECTION A. ELIGIBILITY.....	16
SECTION B. DOCTOR'S CERTIFICATE.....	16
SECTION C. PRO RATA.....	16
SECTION D. UNUSED SICK LEAVE.....	16
SECTION E. INCREMENTS.....	16

ARTICLE XV - BULLETIN BOARD.....	16
SECTION A.	16
ARTICLE XVI - JURY DUTY PAY.....	17
SECTION A.	17
ARTICLE XVII - GRIEVANCES.....	17
SECTION A.	17
ARTICLE XVIII - SETTLEMENT OF DISPUTES.....	17
SECTION A. ARBITRATION PROCEDURE.....	17
SECTION B. SELECTION OF ARBITRATION.....	17
SECTION C. REASON FOR ARBITRATION.....	17
ARTICLE XIX - TRUST FUNDS.....	18
SECTION A. DRUG TRUSTS.....	18
ARTICLE XX - 401(K) PLAN.....	18
SECTION A.	18
ARTICLE XXI - VALIDITY OF AGREEMENT.....	18
SECTION A. GENERAL SAVING CLAUSE.....	18
ARTICLE XXII - DURATION.....	19
SECTION A.	19
APPENDIX A - WAGES.....	20
GROUP I.	20
GROUP II.	20
GROUP III.	20
GROUP IV.	20
SUMMARY OF JOB CLASSIFICATIONS.....	21
GROUP I. PENSION ANALYST.....	21
GROUP I. MEDICAL-DENTAL CLAIMS EXAMINER.....	21
GROUP I. SECRETARY.....	21
GROUP I. ACCOUNTING SPECIALIST.....	21
GROUP I. BOOKKEEPER.....	21
GROUP II. CONTRIBUTION CONTROL COORDINATOR.....	22
GROUP II. ELIGIBILITY SPECIALIST.....	22
GROUP II. ORTHODONTIC CLAIMS EXAMINER/PHONE LIAISON.....	22
GROUP II. SUPPLEMENTAL SPECIALIST.....	22
GROUP II. MEDICAL AND BENEFIT INFORMATION SPECIALIST.....	22
GROUP II. PENSION ADJUSTER II.....	23
GROUP II. BENEFIT FUND BRANCH OFFICE SPECIALIST.....	23
GROUP II. CLAIMS EXAMINER II.....	23
GROUP III. CLERICAL SPECIALIST.....	23
GROUP III/IV. CONSOLE ATTENDANT - RECEPTIONIST.....	23
GROUP III/IV. SCANNER / INDEXER.....	23
GROUP III/IV. UTILITY AND INVENTORY SPECIALIST.....	24
GROUP III/IV. COMPUTER OPERATOR.....	24



SOUTHERN CALIFORNIA UNITED FOOD & COMMERCIAL WORKERS UNIONS
AND DRUG EMPLOYERS PENSION FUND

AGREEMENT

PREAMBLE

This Agreement made and entered into in the City of Los Angeles, State of California, this 1st day of April 2022 by and between the Southern California United Food & Commercial Workers Unions and Drug Employers Pension Fund, hereinafter referred to as the "Employer," and the UFCW Local 770, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union."

ARTICLE I - INTENT AND PURPOSE

It is the intent and purpose of the Employer and the Union to promote and improve Labor Management Relations between them, and to set forth, herein, the basic terms of agreement covering wages, rates of pay, hours of work, and all other conditions of employment to be observed by the Employer, and to provide for the orderly settlement of disputes between them.

ARTICLE II - RECOGNITION OF THE UNION

Section A. BARGAINING UNIT. The Employer agrees, and hereby does recognize the Union as the sole and exclusive collective bargaining representative for all employees employed within the geographical jurisdiction of Local 770; however, excluding up to nine (9) exclusions. All work or services, not specifically excluded by this Agreement, is hereby recognized as bargaining unit work except as expressly permitted by this Agreement. Such bargaining unit work shall neither be subcontracted nor performed by any person not a member of the bargaining unit. Trust Fund employees not in the bargaining unit shall be permitted to perform bargaining unit work providing such work is on a non-regular basis or in cases of emergencies. In any event, the performance of bargaining unit work by Trust Fund exempt employees shall not result in the layoff or reduction in straight-time hours of bargaining unit employees.

ARTICLE III - UNION SECURITY AND EMPLOYMENT PROCEDURES

Section A. UNION SHOP. It shall be a condition of employment that all employees covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those employees who are not members on the effective date of this Agreement, shall, on the thirty-first (31st) day following the effective date 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 its effective date, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

Section B. EFFECTIVE DATE. For the purpose of this Article, the execution of this Agreement shall be considered as its effective date.

Section C. MEMBERSHIP OBLIGATION. Upon the failure of any employee to comply with Section A of this Article, the Union shall notify the Employer in writing of such failure and the Employer shall discharge said employee no later than the seventh (7th) day after receipt of such notice unless the employee becomes a member in good standing in the Union prior to the expiration of the seven (7) day period. No employee who has been discharged pursuant to this Article shall be reemployed by the Employer until the Employer has been notified by the Union that such employee is a member in good standing.

Section D. EMPLOYMENT PROCEDURE.

1. Whenever a permanent vacancy arises in any classification or a new job classification is established, the Employer agrees to notify the Local Union of the existence of such vacancy.

2. If the Employer obtains a new employee through a private employment agency, the Employer shall pay the employment agency fee. If the employee does not complete his or her probation period, the Employer may obtain a replacement from the agency; notwithstanding the provisions of Article VII, Section B-3.

3. The Employer or its representative shall make known to new employees the duties they are expected to perform and from whom they are to receive instructions as to the policies and procedures of the office.

4. During periods of emergency transition or to fulfill staffing needs in Group I positions where there are no applicants from the inside who have the ability and skill to be trained within sixty (60) days to adequately perform the job, work may be performed by an agency employee for up to ninety (90) days.

5. Notwithstanding any other provisions of this Article III, work may be performed by a hired or contracted temporary employee for up to ninety (90) days or, in the event the temporary employee is replacing a regular employee on leave of absence, for as long as that employee remains on leave of absence. Temporary employees shall not be required to join the Union for 180 days.

Section E. NOTICE OF NEW HIRES. The Employer agrees to notify the Union in writing within seven (7) days of the date of employment of any new employee and provide the Union with the following information: the employee's name, residence address, Social Security number, date of birth, classification, rate of pay, date of employment, and previous experience of the employee, if any.

Section F. NONDISCRIMINATION. The Employer and the Union agree not to discriminate against any person in regard to hire, tenure of employment or job status because of Union membership, age, gender, gender identity or expression, marital status, sexual orientation, race, color, religion, national origin, veteran status, military status, disability, genetics or any other characteristic protected by federal, state or local law, nor shall any of these attributes be a basis for the rejection of any employee

Section G. DUES DEDUCTION.

1. The Employer agrees to deduct the regular weekly Union dues and initiation fees uniformly required as a condition of membership in the Union on a weekly basis from the wages of each employee covered by this collective bargaining Agreement who has completed thirty (30) days of employment and has provided the Employer with a voluntary individual written authorization to make such deductions on a form that has been mutually agreed upon by the Employer and the Union. Such deductions, when authorized shall be made from the net wages due an employee each weekly pay period, and shall be, transmitted to the Union's office no later than the fifteenth (15th) day of the month following the month in which such deductions were made. The deduction shall be expressly limited to regular weekly Union dues and initiation fees only and the Employer shall have no obligation of whatsoever nature to make deductions for any other purpose, including but not limited to, reinstatement fees, special dues, special assessments, fines, strike funds or other assessments.

2. No deductions will be made from the wages of any such employee until the Employer has received a signed copy of a voluntary individual written authorization to make such deductions with such authorization to be received by the Employer no later than the first day of the month in which the deductions are to commence in order to be deducted for that month.

3. Authorization for such deductions is to be entirely voluntary on the part of each such individual employee, and after one (1) year following his written authorization to make deductions, any such employee may revoke his individual voluntary authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Section H. POLITICAL CHECKOFF. The Employer agrees to deduct from employees' wages any voluntary contributions to the Union's Active Ballot Club (ABC) provided it has written authorization from the employee and to forward same to Union with a list of the employees from whom such deductions were made.

ARTICLE IV - PROBATIONARY PERIOD

Section A. PERIOD. It is hereby established in this Agreement that all employees who are hired by the Employer on or after the effective date of this Agreement shall be considered probationary employees and on a trial period for the first ninety (90) days of their employment. During such probationary trial period, such employees may be discharged by the Employer without the necessity for establishing just cause and such discharge may not be the subject of the grievance and arbitration procedure of this Agreement; provided, however, that no employee during such probationary period shall be discharged for upholding Union principles. For Group I employees only, the probationary period shall be one hundred and twenty (120) days. Temporary employees hired pursuant to Article III, Section D shall be considered probationary employees. A temporary employee may become permanent only after the employer posts the position and receives no applications from qualified persons. Such an employee who is subsequently hired as a permanent employee, may serve an additional probationary period of not more than thirty (30) days in addition to the ninety (90) and one hundred twenty (120) days specified above.

Section B. SENIORITY RIGHTS. Probationary employees shall have no seniority rights during such probationary period; however, upon successfully completing said probationary period, their seniority shall revert to their initial date of employment, and they shall be considered permanent

employees.

Section C. AGREEMENT ENTITLEMENT. It is agreed and understood that all employees during their probationary period shall be entitled to all the terms and provisions of this Agreement, unless otherwise exempted herein.

Section D. TERMINATION. During the probationary period, either the Employer or the employee may terminate the employment without notice. There shall be no responsibility for payment of wages, except for time actually worked, nor for reemployment of probationary employees, if they are laid off or discharged or resign during their probationary period; however, the Union reserves the right to process grievances resulting from activities in or actions arising from a probationary employee upholding Union principles.

ARTICLE V - DISCHARGE AND DISCRIMINATION

Section A. DISCHARGE FOR CAUSE. The Employer agrees that no employee will be disciplined and/or discharged without just cause. When an employee is considered by the Employer to be subject to a suspension or discharge, the Business Representative of the Union shall be promptly notified of such action and be given an opportunity to discuss the basis for the suspension or discharge. Employer agrees to recognize employees' Weingarten rights.

Section B. WARNING NOTICES. Any employee who is discharged for any reason shall be informed at the time of discharge, in writing, with a copy to the Union of the immediate cause for discharge. Employees who are discharged for incompetency or failure to perform work as required (including excessive absenteeism or excessive tardiness) shall first have had three (3) prior warnings: one (1) verbal and two (2) written and presented by supervisor within twelve (12) months preceding the discharge for such incompetency or of related or similar failure to perform work as required, with a copy sent to the Union. The employee must initial the warning notice to attest only to the fact that he or she has received a copy of said notice.

Section C. RECORD AND WAGES DUE. Any employee who is terminated shall be given a statement setting forth the date of employment, the number of hours worked since the last anniversary date, and be paid promptly all monies due, including, but not limited to, accrued unused vacation and sick leave etc.

Section D. DISCHARGE FOR INCOMPETENCY OR LAYOFF. It is understood and agreed that a discharge for incompetency or a layoff of a permanent employee shall only occur at the end of an employee's weekly schedule.

Section E. UNION PRINCIPLES. No employee shall be disciplined, discharged or discriminated against by the Employer for upholding Union principles or refusing to work for the Employer when there is a picket line at the Employer's premises which picket line has been sanctioned by a Central Labor Council or County Federation chartered by the AFL-CIO in the area.

Section F. NOTICE OF INTENTION TO QUIT. Any employee who intends to terminate his or her employment shall, to the extent possible, give up to four (4) weeks' notice. Any employee who gives such notice shall not be terminated, except for just cause, or discriminated against during such period, and will be permitted to work, unless the Employer chooses to terminate the employee during the notice

period, and the Employer pays the employee for all time the employee would have worked during the termination period.

Section G. GRIEVANCE AND ARBITRATION. The Union shall have the right to invoke the grievance and arbitration procedures of this Agreement in all cases of non-probationary discharges.

ARTICLE VI – VISITATIONS

Section A. UNION REPRESENTATIVE. Any Union Representative shall be granted access to the Employer's operations at any time there are employees on the premises for the purposes of being satisfied that the terms and provisions of this Agreement are being complied with. It is understood, however, that the Union Representative will make his or her presence known to the management representative immediately upon entering the premises.

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

ARTICLE VII – SENIORITY

Section A. DEFINITION. In all cases involving promotions, expansion of departments or filling new jobs, transfers, layoff or demotions due to layoff, or rehiring following layoffs, seniority based on continuous service with the Employer shall govern where skill and ability are relatively equal. Continuous employment for the purpose of seniority shall be deemed broken for the following reasons:

1. If the employee quits;
2. If the employee is discharged and the discharge is not reversed through the grievance procedure;
3. If an employee who has been laid off, fails to report to work within four (4) working days after being notified to report and does not give a satisfactory reason;
4. If an employee who has been laid off is not recalled to work by the Employer within nine (9) months following the date of such layoff.

Section B. PROMOTIONS, TRANSFERS, DEMOTIONS AND JOB PREFERENCE.

1. Promotions. A promotion is hereby defined as a move from a lower job classification or grade to a higher job classification or grade. The Employer shall fill vacancies in job classifications or grade from within the office before hiring new employees, subject to provisions of this Section B. However, in the filling of vacancies or replacements in Group I the Administrator may hire an employee with prior experience from the outside after complying with the provisions of VII-B-3 only if there are no senior applicants from the inside who have the ability and skill to be trained within sixty (60) days to adequately perform the job. This in no way interferes with an employee's right to grieve his or her rejection in accordance with Article XVIII.

2. Classification Transfers. An employee shall have the right to submit an application for a job vacancy involving a promotion to a higher classification or grade, or a transfer to a lateral job

classification or grade, or to a lower job classification or grade. An employee must have been working at the current classification for a minimum of nine (9) months before bidding on a lateral transfer or to a lower job classification. In the event there are no successful bidders for a specific job, the job may be re-posted for the purpose of allowing employees with less than nine (9) months to bid on a lateral transfer or to a lower classification. The procedures set forth in subsection 3 below shall control in the filling of this re-posted job.

3. Job Posting Procedure. The Employer shall be required to post a notice of all job vacancies on the bulletin board of the office with a copy to be sent to the Union in accordance with the provisions of Article III, Section D-1. Such notice shall remain posted for five (5) working days and it will include job title, job classification and grade, a description of the duties, including qualifications and required skills only as agreed to between the parties to this Agreement.

When a vacancy occurs in a Group I position, the job and the resulting vacancy must be filled in accordance with the provisions of this Section B. Employees desirous of bidding on a job vacancy must submit an application in writing to the Employer during the specified period of posting.

An employee who is going on vacation, who desires to be considered by management for promotion or lateral transfer may notify management in writing of such intent specifying the department or job desired and the priority if appropriate. The Employer agrees to contact by telephone those individuals who are not working on the first day of posting. In addition, in the case of an employee who is on leave of absence who is scheduled to return to work within fourteen (14) days of job posting, the Employer shall send a certified or registered letter to the employee's last known address with a copy to the Union. Such letter shall state that failure of such employee to submit a bid within seventy-two (72) hours, excluding Saturday, Sunday and legal holidays, shall forfeit his or her right to claim the job.

All applicants shall be reviewed by the Employer and no vacancies shall be filled on a permanent basis until the posting period has expired.

In the event a less senior employee is selected for the job vacancy or should all applicants be rejected with the intent of hiring a new employee, the Employer shall notify the unsuccessful applicant(s) of the reason(s) for not being selected upon such applicant's request.

If the Employer chooses not to fill a job vacancy for business reasons, a written notice shall be sent to the Union and a copy of such notice shall be posted on the bulletin board.

In the event that two (2) or more employees bidding on a job vacancy have the same seniority date, a coin-flip shall determine who has the greater seniority.

The Employer shall post the name of the applicant awarded the position on the office bulletin board.

A job vacancy need not be re-posted if the new employee leaves within the probationary period, providing there are no changes in supervision. Additionally, when a job posting for a specific job classification occurs and there is no bidding or the individuals bidding are not awarded the job and another job within the same job classification becomes available within the probationary period of the first job, it shall not be necessary to post the second job, providing there are no changes in supervision.

4. Where two (2) or more employees who have the same relative skill and ability apply for the same position; the employee with the greatest seniority shall be awarded the position.

5. An employee promoted to a higher-rated job shall have a trial period of not less than Sixty (60) days which shall include adequate training and instruction in the new work provided, however that no employee shall be removed from a higher-rated position unless he or she has received a written evaluation from the Employer at least two (2) weeks prior to his or her removal. Said evaluation shall specify the employee's strengths and weaknesses in the new job and delineate any and all areas where improvement is needed. If the employee is unable to perform the duties of such higher-rated job satisfactorily, said employee will be restored to the position and rate immediately held prior to the promotion. In the event that is not possible, then to a comparable position carrying such rate.

6. In the event of a bump back, an employee so demoted shall receive no less than the rate he or she would have attained in the lower position had s(he) remained in that position.

7. An employee may apply for and may receive a transfer to a different position within the same job classification and grade. Employees so transferred shall receive the same wage rates as in their former positions.

Section C. REDUCTION OF HOURS, LAYOFF AND RECALL. The reduction of hours, layoff and recall shall be based on the employee's seniority or length of service with the Employer as defined in this Article. If a substantial reduction in force is necessary (at least half the bargaining unit to be laid off) the Employer will give the Union at least sixty (60) days' advance notice in writing and will meet with the Union to discuss such a reduction.

1. Employees who are laid off due to lack of work and who retain their seniority shall have the first rights for positions subsequently available prior to the hiring of new employees, provided said laid off employees are able to perform the available work.

2. Any employee who is recalled shall be reinstated to the position held at the time of layoff if such position is available, or to another available position for which the employee is qualified, and shall receive the rate of pay for the job recalled to. Provided, however, that an employee may refuse to accept a lower-paying job without loss of seniority. Provided further, that, an employee recalled to a lower-rated position shall be offered the first available opening in his or her former position; unless a more senior qualified employee is currently on layoff.

3. An employee who has been reduced to part-time employment because of lack of work or for medical reasons must be offered the first full-time job that becomes available, provided the employee is able to perform such work.

4. A laid off employee who becomes eligible to return to work under the seniority provision must appear for work within four (4) days, excluding Saturday and Sunday, from the postmarked date of a certified or registered letter to the employee's last known address, with a copy to the Union, and such letter shall state that failure of such employee to present himself or herself within the four (4) day period shall cancel the employee's seniority.

Section D. SEVERANCE PAY. In the event a layoff occurs as a result of a restructuring of the Trust Fund and withdrawal of a significant participating employer (Rite Aid, CVS), the Employer agrees to pay to the affected employees one (1) week severance pay for each year of service to a maximum

payment of seven (7) weeks.

ARTICLE VIII - HOURS AND WORKING CONDITIONS

Section A. WORKWEEK. The forty (40) hour regular workweek and regular workday shall be five (5) consecutive eight (8) hour days, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour. The lunch period shall be taken not more than five (5) hours after reporting for work. An employee working only six (6) hours or less per day may choose not to take a lunch period. When claims are more than 60 days behind, the Employer may establish a second shift with work scheduled in 4 or 8 hour increments on Saturday and/or between the hours of 12:00 p.m. and 10:00 p.m. Monday through Friday. Employees who decide to work these shifts may bid on the new shift and the open positions will be assigned on the basis of seniority and the vacated shift may then be filled. Employees who do not desire to work on the new shift may continue to work their regular schedule and the Employer will then fill the new shift(s).

Section B. READY FOR WORK. All employees shall report for and be ready for work at their assigned work station, at their scheduled starting time.

Section C. WORKDAY. The regular workday shall be between the hours of 7:00 A.M. and 6:00 P.M.

Section D. DAILY GUARANTEE.

1. **Full-time.** Any full-time employee who is required to report for work shall be guaranteed eight (8) hours work or eight (8) hours pay in lieu thereof, provided the employee remains available for such work.

2. **Part-time.** Any part-time employee who is required to report for work shall be guaranteed work or pay in lieu thereof equal to no less than one-half (1/2) of the regular workday, except as provided in Section F-2 of this Article.

3. In the event operations cannot commence due to recommendations by civil authorities; public utility failure to supply electricity, gas and water, telephone and/or lack of computer access; or the interruption of work is caused by an Act of God, the above guarantees will continue to apply for a period of time not to exceed one (1) full day of scheduled time on the day of such failure and shall not apply to subsequent days. After not more than four (4) continuous hours of interruption caused by an Act of God, employees will be dismissed. Provided, however that this Paragraph shall not be operative in the event the Employer shares responsibility for any of the above through improper maintenance or delays in repairing any condition created by the above. If employees are sent home as a result of an Act of God or lack of computer access, the Trust Fund will wherever operationally practical assign work to the affected employees at their regular rate of pay to enable them to complete the forty (40) hour week.

Section E. OVERTIME. No employee will be allowed or made to accept time off as a compensation for overtime. There shall be no pyramiding of overtime. The overtime rate of time and one-half (1 1/2,) shall be paid for the following work:

1. All time worked in excess of eight (8) hours in anyone (1) day.
2. All time worked in excess of forty (40) hours in anyone (1) week.

3. All time worked on a Saturday on those hours in excess of forty (40) [thirty-two (32) in a holiday week] worked on the Monday through Friday immediately preceding. All time worked on a Saturday shall be voluntary.

Section F. SUNDAY PAY AND GUARANTEE.

1. Sunday Pay. Any work performed by an employee on Sunday shall be paid for at time and one-half (1 1/2) the employee's regular straight-time rate of pay.

2. Sunday Guarantee. No employee will be scheduled for less than five (5) hours, or pay in lieu thereof. No employee shall be required to work on a Sunday and Sunday work shall be strictly voluntary.

Section G. REST PERIODS. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each morning to each employee who works a major fraction of the work period between 9:00 A.M. and 12:30 P.M., and a rest period of fifteen (15) minutes shall be allowed each afternoon to each employee who works a major fraction of the work period between 1:30 P.M. and 5:00 P.M., excluding lunch period. Rest periods not in excess of fifteen (15) minutes shall be considered as time worked for purposes of determining the workday and may be on a scheduled basis.

Section H. TARDINESS. For purpose of pay only, any employee who is late up to six (6) minutes does not need to make up this time, however, they will be considered late for attendance purposes.

ARTICLE IX - WAGES AND CLASSIFICATION

Section A. RATES. The wage rates for the job classifications as set forth herein shall not be less than those established herein and shall remain in full force and effect for the life of this Agreement. (Attached as Appendix A.)

Section B. PREVIOUS EXPERIENCE. Previous experience within the job classification shall be recognized by the Employer in the following manner: Effective with the execution date of this Agreement and thereafter when hiring new employees or when an employee is promoted, previous relevant experience of the employee shall be credited to the employee in determining his or her wage rate under this Agreement, provided, however, such experience was acquired within the five (5) year period from the date of hire or promotion. However, in any event an employee who is promoted to a higher position shall not receive less than their present rate of pay.

Section C. NEW CLASSIFICATION. When a job classification not now covered is established by the Employer during the term of this Agreement, the Employer agrees to notify the Union in writing and to meet with the Union upon request for the purpose of negotiations of a wage rate for such classification. The wage rate and job description agreed upon as a result of such negotiations shall be effective from the date of the establishment of the new classification and shall become part of this Agreement. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedure provided for in this Agreement, and the decision resulting therefrom shall be binding upon both parties for the remaining term of this Agreement.

Section D. VACANCY IN A JOB OR CLASSIFICATION. In the event one of the positions provided for in this Agreement, becomes vacant due to a departmental expansion or due to the promotion or termination of an employee holding such classification during the life of this Agreement, such classification when filled shall be filled within ninety (90) days from the date the vacancy occurs and in the method as provided for under Article VII, Section B. When a temporary vacancy occurs that will exceed ninety (90) days the Employer and the Union shall meet to discuss the manner in which the vacancy shall be filled.

Section E. RELIEF WORK. Any employee who works in a lesser-paid classification, and who is assigned by a supervisor to perform the work of a higher-paid classification, or is promoted to a higher-paid classification, shall be paid the next highest hourly rate of the higher classification in one hour (1) increments when assigned, and if promoted, then progress through step increases in accordance with each step hours requirement. Grandfather clerks shall be covered by the above but shall not reach the journeyman rate in the higher classification for a period of 1,040 hours. Credit for higher-rated work shall be applied if such work was performed within six (6) months of the promotion to such higher-rated classification.

Section F. PAY PERIOD. The Employer shall pay all employees not less often than weekly and shall furnish to each employee on such payday a wage statement showing the period of time covered, name of employee, straight-time hours, premium pay hours and overtime hours, the total of wages paid, and itemized deductions made therefrom. A similar statement shall be given to all employees upon termination of employment.

Section G. REDUCTION IN RATE. No employee shall receive a reduction in wage or wage rates as a result of the signing of this Agreement.

Section H. TRAVEL ALLOWANCE. Any employee who is required by the Employer during the course of employment to perform any services which require the use of his or her motor vehicle shall be compensated for mileage at the amount stipulated by the IRS for each such mile driven during the course of employment. Effective dates of future increases shall coincide with IRS effective dates. An employee who is required to use his or her personal vehicle on Company business must show semi-annual proof that he or she has current automobile insurance to the extent required by law. If such employee is in an accident on Company business he or she shall be reimbursed for the deductible amount, if any, up to two hundred and fifty dollars (\$250) on such policy.

Section I. BONUSES.

All employees who have been employed one (1) year or more shall receive an amount equal to three (3) days of regular salary as an annual bonus. If an employee works less than 1,800 straight-time hours within the year, the annual bonus shall be prorated in the ratio that the straight-time hours worked bears to 2,080 hours. Hours worked shall include paid holidays, paid vacations, paid bereavement, paid used sick leave, and paid jury duty. The Annual Bonus will be paid with the first paycheck issued in December.

ARTICLE X – HOLIDAYS

Section A. PAID HOLIDAYS.

1. The following shall be recognized by the Employer as holidays:

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day

Two (2) days during the Christmas-New Year's holiday season to be designated by the Employer-Employee Relations Committee no later than November 1, of each year.

2. Holidays shall be considered to start at 12:01 A.M. and end at Midnight.

3. When any of the above-named holidays falls on a Saturday, it shall be celebrated on Friday preceding the holiday and should any holiday fall on a Sunday, the following Monday shall be recognized as the holiday.

4. No employee will be required to perform work for the Employer on Thanksgiving Day, Christmas Day, or New Year's Day.

5. All employees who have completed thirty (30) days shall be entitled to the holidays as provided for herein.

6. Employees who have thirty (30) days or more of service with the Trust Fund as of January 1st of each year are eligible for one (1) personal holiday (eight (8) hours) in the first year after thirty (30) days of employment. Current employees shall have one (1) personal holiday effective April 1, 2019. The rules set forth in Article XI, Section F shall apply to the use of personal holidays. Any unused personal holidays will not be paid.

Section B. HOLIDAY WORKWEEK.

1. During any week in which any of the above named holidays occur, the basic straight-time workweek shall consist of thirty-two (32) hours, exclusive of the holiday itself, and all work in excess of thirty-two (32) hours in such holiday week shall be considered overtime and paid for at the rate of time and one-half (1 ½) the employee's regular straight-time hourly rate.

2. The number of days to be worked by any employee in any week in which one of the holidays as provided for above occurs, shall consist of no more than four (4) days, Monday through Friday, exclusive of the holiday, and all work performed on the fifth (5th) day or subsequent days

thereafter shall be paid for at time and one-half (1 ½) the employee's regular straight-time hourly rate of pay.

Section C. HOLIDAY PAY. All full-time employees shall be paid for the above named holidays at their regular straight-time rate of pay for eight (8) hours. Part-time employees shall be paid proportionately.

Section D. WORK ON HOLIDAYS. Any work performed on any of the above named holidays shall be paid for at the rate of two (2) times the employee's regular straight-time hourly rate of pay in addition to his or her holiday pay of eight (8) hours. Any employees who work on a holiday shall be guaranteed not less than eight (8) hours' work, or pay in lieu thereof.

Section E. REQUIREMENTS. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular working day next proceeding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and said day after said holiday is due to bona fide illness or injury, with doctor's certificate or other authoritative verification of illness or injury or express permission from or action of the Employer, provided the employee has worked during the holiday week, except that if the employee is absent during the entire holiday week due to illness or injury, then he or she must have worked at least one (1) day during the week immediately preceding the holiday week in order to be entitled to holiday pay.

Section F. VOLUNTARY CLOSING. When the Employer voluntarily closes the office on any holiday other than those set forth in Section A above, or in honor of an individual or event, it is agreed that the employees shall suffer no reduction in straight-time earnings on account of such closing.

ARTICLE XI - VACATIONS

Section A. ENTITLEMENT. Vacations and vacation pay are hereby established for all employees covered by this Agreement.

1. One Year. All employees who have been continuously employed by the Employer for a period of one (1) year shall be entitled to two (2) weeks' vacation with pay.

2. Five Years. All employees who have been continuously employed by the Employer for a period of five (5) years shall be entitled to three (3) weeks' vacation with pay.

3. Fifteen Years. All employees who have been continuously employed by the Employer for a period of fifteen (15) years shall be entitled to four (4) weeks' vacation with pay.

4. Twenty Years. All employees who have been continuously employed by the Employer for a period of twenty (20) years shall be entitled to five (5) weeks' vacation with pay.

Section B. VACATION PAY. Absence from work for less than 280 straight-time hours within the period immediately preceding the employee's anniversary date shall not affect the employee's right to full vacation pay. Full vacation pay shall be determined by the employee's current straight-time rate of pay at the time of vacation is taken or paid. If an employee works less than 1,800 straight-time hours within the period immediately preceding the anniversary date, vacation pay shall be prorated in the ratio that the straight-time hours worked bears to 2,080 hours. Hours worked shall include paid holidays, paid vacations, paid jury duty, paid used sick leave, and paid bereavement.

Section C. PAYMENT DATE. Vacation pay shall be paid to the employee prior to the start of vacation.

Section D. PRO RATA. Upon termination of an employee after twelve (12) months of employment, the employee shall be paid vacation pay equal to the sum of the following:

1. Annual vacation pay then due but unpaid, and,
2. Any vacation pay as computed in Section B above, except that straight-time rate of pay used to determine the amount of vacation pay due shall be the rate in effect on the employee's termination date.

Section E. HOLIDAYS DURING VACATION. When a holiday as provided for in this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay given in lieu thereof.

Section F. VACATION SCHEDULE. The Employer shall prepare and circulate a vacation list not later than March 1st of each year. Vacations provided for herein shall become due upon the employee's anniversary date of employment. Nevertheless, with due regard to seniority of the employee, the Employer shall schedule vacations to suit the employee whenever possible as well as the needs of the operation of the office and such vacation schedule may not be changed unless some other time is mutually agreed upon by the employee and the Employer. Employees shall be given four (4) weeks advance notice of their vacation schedule. The Employer may limit vacation time off but not compensation to the number of weeks' vacation due the employee from the Employer. Time off but not compensation may be limited to four (4) weeks if mutually agreeable by Employer and employee.

Section G. Employees may take a minimum of 2-hour increments with the approval of the Administrator or the employee's direct supervisor. No more than 40 hours may be taken in 2-hour increments. The remainder must be taken at least a full day at a time.

ARTICLE XII – LEAVES OF ABSENCE

Section A. **EMERGENCY LEAVE.** Any employee may take an automatic emergency leave of absence not to exceed two (2) weeks in the event of certified, serious illness or injury of the employee, or serious illness, injury or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. Said two (2) weeks automatic emergency leave of absence shall be a part of the time limits set forth in Section B below.

Section B. **AUTHORIZED LEAVE.** Employees shall be entitled to leave of absence for the following reasons and up to the maximum periods:

1. Certified illness, injury or disability of the employee requiring absence from work, serious illness or injury, or death in the employee's immediate family. A leave may be given for any other reason deemed sufficient by the Employer.
2. An employee with more than six (6), but less than twelve (12) months service, shall be entitled to a maximum of ninety (90) calendar days leave of absence.
3. An employee with more than twelve (12) months service shall be entitled to a maximum of two hundred and seventy (270) calendar days leave of absence per incident.
4. After thirty (30) days of employment, in absences covered by Workers' Compensation, the employee's leave of absence shall be continuous until such time as said employee has been released from his or her period of temporary disability and is available and qualified for work, provided, however, such leave of absence shall not exceed one (1) year.
5. The time limits set forth above may be extended by agreement between the Employer and the Union in individual hardship cases.
6. The Employer will apply the provisions of the Federal Family Medical Leave Act, with the exception that this Act will apply for up to four (4) weeks even though the Employer does not employ fifty (50) employees.

Section C. **LEAVES IN WRITING.** All leaves of absence shall be in writing and copies shall be given to the Union and the employee.

Section D. **REINSTATEMENT AFTER A LEAVE.** Upon a return from a leave of absence the employee shall be restored to the job he or she left. If this is impractical, he or she shall be restored to as comparable a job as possible.

Section E. **EMPLOYMENT.** If an employee works for remuneration during a leave of absence, without receiving written permission from both the Employer and the Union, he or she shall be considered a quit.

Section F. **TERMINATION AFTER A LEAVE.** Any employee on a leave of absence, who fails to return to work at the expiration of said leave, may be automatically terminated by the Employer and shall then receive all vacation pay owed under the contract.

Section G. BEREAVEMENT PAY. Leave for all employees shall be provided because of death of a member of the employee's immediate family. Pay for such leave shall be at the straight-time rate for the hours scheduled for each workday lost because of such absence to a maximum of three (3) workdays or up to a maximum of four (4) workdays if the funeral is held more than five hundred (500) miles away. Verification of time required for such paid leave shall be supplied to the Employer by the employee, if requested. Immediate family shall be defined as the employee's spouse, domestic partner, child, child of domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, stepmother, stepfather, stepchildren, or other relative living in the employee's home.

Section H. FAMILY SCHOOL PARTNERSHIP ACT. In accordance with the "Family School Partnership Act" (AB 2590) employees shall be entitled to take a leave of absence, not to exceed forty (40) hours in any school year or eight (8) hours in any month for the purpose of participating in their children's or dependent grandchildren's school activities. Employees may take leave without pay or use vacation time for this purpose, with the understanding that vacation must be taken in full days. Employees shall give no less than one (1) week's advance notice.

ARTICLE XIII - GENERAL CONDITIONS

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

Section B. SAFETY. The Employer agrees to abide by all laws of the City and County of Los Angeles, State of California and the Federal Government pertaining to health and sanitation.

Section C. EMPLOYER-EMPLOYEE RELATIONS COMMITTEE.

1. There shall be established an Employer-Employee Relations Committee consisting of an equal number of not more than three (3) Employer and (3) employee representatives. The Business Representative has the option to attend the meeting.

2. The function of the Committee is to consider matters of general concern to the Employer and to the employees so that the beneficiaries will be better served.

3. A special meeting of the Committee may be convened by either the Employer or the Union representatives specifying the reasons in writing for such special meeting. The Employer agrees to work with the Committee to find and implement solutions to health and safety problems and hazards. Employee representatives shall not suffer any loss in wages as a result of their attendance and participation at these meetings. The Committee shall meet no more than quarterly, and no less than every six months. The Union Representative and Trust Fund Administrator will schedule the meetings. One committee member will be designated secretary and will be responsible for keeping minutes of the committee meetings.

4. The Committee shall meet insofar as is possible during regular business office hours and no employee representative shall suffer any loss in pay for time spent at such meetings.

5. The Committee shall not consider individual grievances, nor is it empowered to interpret or apply terms and provisions of the labor agreement.

Section D. WORKING RULES. When the Employer establishes working rules or changes existing

rules, a copy of such rules shall be provided to all employees as well as the Union. Said working rules shall not be in conflict with the terms of this Agreement.

ARTICLE XIV - SICK LEAVE

Section A. ELIGIBILITY.

1. All full-time employees hired prior to April 14, 1986, coming under the jurisdiction of this Agreement shall accrue sick leave at the rate of six and two-thirds (6-2/3) hours pay per month.

2. All full-time employees hired on or after April 14, 1986, coming under the jurisdiction of this Agreement shall accrue sick leave at the rate of eight (8) days effective January 1, 2022 on the employee's anniversary date thereafter.

3. At least 48 hours of sick leave will be provided at the beginning of each year of employment. Employees may use paid sick leave beginning on the 90th day of employment.

Section B. DOCTOR'S CERTIFICATE. A doctor's certificate or other authoritative verification of illness may be required by the Employer only for those illnesses of five (5) consecutive days or more unless there is a pattern of absence or chronic attendance problem.

Section C. PRO RATA. Regular part-time employees shall receive equivalent sick leave and equivalent earned unused sick leave payoff dependent upon the number of hours worked by the individual.

Section D. UNUSED SICK LEAVE.

1. Employees hired prior to April 14, 1986 shall have the one-time option of receiving payment for any unused accrued sick pay on their next anniversary, or banking a maximum of 10 sick days per anniversary year. Any unused sick time will then be paid on the employees' subsequent anniversary.

2. Employees Hired After April 14, 1986. Commencing with the employee's second (2nd) and succeeding anniversary dates of employment, any sick leave not used in excess of eight (8) days effective January 1, 2022 shall be paid to the employee on the employee's anniversary date thereafter.

Section E. INCREMENTS. Sick Leave pay shall be payable in increments of not less than one (1) hour due to illness or injury.

Section F. The Employer will comply with the California Healthy Workplaces, Healthy Families Act of 2014.

ARTICLE XV - BULLETIN BOARD

Section A. The Employer agrees to provide a bulletin board or boards, one purpose of which is posting Union notices relating to meetings, dues, entertainment, health and safety, social activities and general Union activities.

ARTICLE XVI - JURY DUTY PAY

Section A. In the event an employee is called for jury duty and is, therefore, absent from work he or she shall be paid the difference between regular earnings and jury duty pay for such absence up to fifteen (15) working days during the life of this Agreement.

ARTICLE XVII – GRIEVANCES

Section A. All grievances and complaints arising under specific clauses of this Agreement shall be handled in the following manner:

1. Any grievance must be initiated within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved, prevents such filing.

2. A grievance shall be taken up orally in the first instance between a Business Representative and/or steward and the Employer. The Employer will respond orally to the Union within five (5) working days of the initial discussion.

3. If the grievance is not satisfactorily adjusted in the First Step, it will be reduced to writing within five (5) working days following the Employer's response to the First Step specifying the nature of the grievance, the provisions of the contract in dispute, the name or names of the individuals involved and the remedy sought, sent to the Employer. The Employer representative shall respond to the Union in writing within ten (10) working days after receipt of the written grievance.

4. If no agreement can be reached on the grievance in the Second Step, the matter may be submitted to the arbitration procedure as outlined in Article XVIII of this Agreement. The time limits herein set forth may be extended upon mutual agreement between the Union and the Employer.

ARTICLE XVIII – SETTLEMENT OF DISPUTES

Section A. **ARBITRATION PROCEDURE.** If a satisfactory adjustment cannot be reached within the time limit allowed in Article XVII then the entire matter shall be subject to arbitration.

Section B. **SELECTION OF ARBITRATOR.** If for reasons of time and expedience and provided both parties agree in writing to do so, a single referee or arbitrator may be chosen by mutual consent to arbitrate a dispute in question; his decision will be final and binding on both parties. The arbitrator will render his decision in writing at the request of either party. If expenses are involved they shall be equally shared by both parties for the arbitrator only.

Section C. **REASON FOR ARBITRATION.** It is agreed and understood that no matter shall be taken to arbitration unless the grievance alleges the violation of a specific clause or clauses of this Agreement, and that the arbitrator shall have no power to change or add to or subtract from the terms and provisions of this Agreement.

ARTICLE XIX - TRUST FUNDS

Section A. DRUG TRUSTS. For all bargaining unit employees, the Employer (1) will pay into the Southern California United Food & Commercial Workers Unions and Drug Employers Trust Funds for the identical amounts contributed by other contributing Employers who provide the best medical plan offered and (2) will provide the identical benefits provided to the employees of the other contributing Employers who provide the best medical plan offered, except as provided below. These benefits include, but are not limited to Health and Welfare, Pension, Supplemental, Vacation, and Death Benefits. The Pension benefit for Trust Fund employees shall be maintained at the current accrual rate for the life of this agreement. If the accrual rates for clerks and/or pharmacists increase during drug negotiations, open the contract to allow for an additional increase.

ARTICLE XX – 401(K) PLAN

Section A. All non-probationary employees shall be eligible to participate in a 401(k) Plan. The Company will contribute a matching fifty percent (50%) up to the first ten percent (10%) of the deferral up to a maximum Employer contribution of one-thousand five hundred (\$1,500.00) per calendar year. Employer contributions will be made within thirty (30) days of the end of the Plan Year. The maximum amount of the employee contribution shall be determined in accordance with applicable laws and regulations.

ARTICLE XXI – VALIDITY OF AGREEMENT

Section A. GENERAL SAVING CLAUSE. It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such Federal or State law, by any court or administrative tribunal, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

ARTICLE XXII – DURATION

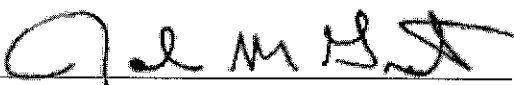
Section A. This Agreement shall be in full force and effect on and after the first (1st) day of April 2022 and shall terminate on the thirty-first (31st) day of March 2025. It shall be automatically renewed from year to year thereafter unless the Union or the Employer serves a sixty (60) day written notice of desire to modify or amend this Agreement.

IN WITNESS WHEREOF the parties being duly authorized have executed this Agreement this 12th day of April 2022.

SOUTHERN CALIFORNIA UNITED FOOD &
COMMERCIAL WORKERS UNIONS AND
DRUG EMPLOYERS PENSION FUND

UFCW LOCAL 770

By  _____
John R. Young

By  _____
John M. Grant

Title Administrator

Title President

4/11/2022

APPENDIX A – WAGES

	4/1/22	4/1/23	4/1/24
Group I			
1 st – 26 weeks	\$22.74	\$23.88	\$25.19
2 nd – 26 weeks	\$26.89	\$28.23	\$29.79
Experienced	\$30.77	\$32.31	\$34.09

Group II			
1 st – 26 weeks	\$21.32	\$22.39	\$23.62
2 nd – 26 weeks	\$25.19	\$26.45	\$27.90
Experienced	\$28.80	\$30.24	\$31.90

Group III			
1 st – 26 weeks	\$19.35	\$20.32	\$21.43
2 nd – 26 weeks	\$22.83	\$23.97	\$25.29
Experienced	\$26.07	\$27.37	\$28.88

Group IV			
1 st – 26 weeks	\$17.97	\$18.87	\$19.91
2 nd – 26 weeks	\$20.41	\$21.43	\$22.61
Experienced	\$23.28	\$24.44	\$25.79

Training differential

Employees shall receive a differential of \$2.00 /hour above their scale rate of pay while training new hires or promoted employees as directed by the Administrator.

SUMMARY OF JOB CLASSIFICATIONS

GROUP I

PENSION ANALYST

Works under close supervision of the Supervisor in processing pension, retiree health and prescription and death benefits and the processing of retiree health enrollment, which requires determination of eligibility for these benefits and personal and telephone contact with participants, beneficiaries, the Branch Offices and employers. Also processes industry vacation, total and permanent disability and death claims.

GROUP I

MEDICAL-DENTAL CLAIMS EXAMINER

Handles claims settlement problems under general supervision, interprets Plan provisions for application in specific, unusual cases and authorizes or handles claims investigations. Deals with other insurance carriers and, when not handled by Medical and Benefit Information Specialist, has telephone contact with the Branch offices concerning clarification of the basis for the benefit checks issued and communicates with claimants, physicians and hospitals as appropriate to adjudicate claims.

GROUP I

SECRETARY

Under direct supervision, performs routine correspondence, maintains and updates Plan documents, contracts and reports under supervision using Word and Excel. Assists in the preparation for the Trustee meetings. Maintains routine files. Takes notes and transcribes Trustee meeting minutes.

GROUP I

ACCOUNTING SPECIALIST

Performs all the job functions of contributions control clerk plus processes payroll and performs clerical duties in support of accounting functions. Balances weekly claims payments to weekly activity reports. Processes accounts payable and reconciles bank accounts. Is proficient in Microsoft Word, Excel and Outlook, ADP payroll and is able to learn MAS 90 software if necessary to job function. Prepares special excel spreadsheets analyzing data. Performs monthly follow up on stale dated checks. Maintains necessary filing in accounting department. May act as a liaison with the various Trust Fund departments for the scheduling and control of the input and output from these departments with regard to the computer operations. Maintains the employer billing file and prepares the monthly paid employer records for computer processing of the hours input which affects the processing of all benefit claims and eligibility.

GROUP I

BOOKKEEPER

Performs all the job functions of a Contribution Control Coordinator and also, under general supervision, posts and balances subsidiary ledgers, cashbooks and journals. Journalizes transactions where judgment is involved as to the accounts affected, posts to general ledger and takes trial balance. Processes payroll and performs clerical duties in support of accounting functions. Processes accounts payable. Reconciles bank accounts, balances weekly claims payments to weekly activity reports. Is proficient in Microsoft Word, Excel and Outlook, ADP payroll and MAS 90 software. Prepares special Excel spreadsheets analyzing data. Maintains inventory of furniture and equipment. Performs monthly follow up on stale dated checks. Deposits federal, state and FICA taxes and files appropriate forms. Maintains necessary filing in accounting department.

GROUP II

CONTRIBUTION CONTROL COORDINATOR

Posts, balances and maintains employer contribution records. Maintains files on labor agreements, reviews the effective dates and amounts of contribution rates payable under the individual labor agreements. Mails monthly employer contribution billings, maintains inventory control of forms and checks for various Trust Fund bank accounts and places orders as needed. Prepares bank deposits for various Trust Fund accounts.

GROUP II

ELIGIBILITY SPECIALIST

Handles questionable eligibility situations making determinations that may require verification of employer records, evaluation of check stubs or other evidence of hours worked, disability certification and any other eligibility problems where status cannot be determined from the normal eligibility records developed by the office. In addition, performs routine clerical work involved in maintaining eligibility records and serves the participants by providing information on eligibility or answering inquiries by telephone or in person. Indexes.

GROUP II

ORTHODONTIC CLAIMS EXAMINER/ PHONE LIAISON

Performs general clerical duties. Establishes and maintains files on individual claims, types transmittal letters as approved by Supervisor, handles routine telephone inquiries concerning claims, processes orthodontic claims. Handles telephone contact with the Branch Offices and participants, opens department mail, pulls pertinent files for referral to Claims Examiners and attaches mail to files for processing.

GROUP II

SUPPLEMENTAL SPECIALIST

Processes applications for Supplementary Disability, Workers' Compensation and Unemployment. Responsible for issuing, balancing and mailing checks. Responsible for securing additional information when applications are incomplete. Telephone contact with Branch Offices, Workers' Compensation carriers, Unemployment and State Disability offices. Handles telephone and personal contact with participants and Branch Offices. Works with Eligibility Clerk in determining continuing eligibility for participants receiving supplementary benefits.

GROUP II

MEDICAL AND BENEFIT INFORMATION SPECIALIST

Handles routine telephone inquiries concerning claims and benefit information. Enters new providers; indexes; checks incoming claims for provider information. Researches medical records as requested; handles return mail; processes checks/letters; handles microfilm transactions; other duties pertaining to the department.

GROUP II

PENSION ADJUSTER II

Obtains information to verify pension service credits, issues monthly pension benefit checks, performs routine clerical work involved in maintaining pension records and assists participants by answering routine inquiries by telephone. Indexes, prepares quarterly trustee reports, sends initial Medicare enrollment letter and brochures.

GROUP II

BENEFIT FUND BRANCH OFFICE SPECIALIST

Assists participants and beneficiaries with their Southern California Drug Benefit Fund benefits and makes routine determinations of eligibility from established eligibility records. Certifies eligibility on claim forms. Distributes benefit information, including Summary Plan Descriptions, assists participants with choice of health plans and is responsible for securing enrollment registration and beneficiary designation forms from all employee participants. Handles inquiries, requests for reimbursement and appeals for referral to the Central Trust Office.

GROUP II

CLAIMS EXAMINER II

Adjusts routine claims. Secures additional information when filing is incomplete; handles adjustment problems under general supervision with work subject to review in cases involving interpretation of benefit policy language. Contacts the participants and the Branch Offices concerning interpretation of the benefits and the benefit checks issued; maintains claim files and distributes benefit checks and supporting documents.

GROUP III

CLERICAL SPECIALIST

Performs general clerical duties including the distribution of new eligible notifications, benefit checks and supporting documents. Maintains the beneficiary files, maintains the over-age 19 year old dependent applications and verifies eligibility for contracted providers of ancillary benefits such as preventive medicine, chiropractic or vision panels. Word processing as directed.

GROUP III/IV

CONSOLE ATTENDANT – RECEPTIONIST

Attends the telephone console and acts as office receptionist. Distributes daily mail for all departments, prepares medical claims and pension documents for scanning, assists in the alphabetizing of prescription claims, requests routine information from participants regarding incomplete death benefit forms and other routine forms.

GROUP III/IV

SCANNER / INDEXER

Scans and indexes materials into imaging system, maintains equipment, shreds documents, and performs other duties pertaining to department; backs up Utility and Inventory Specialist when necessary; assists on reception desk as required.

GROUP III/IV

UTILITY AND INVENTORY SPECIALIST

Responsible for incoming and outgoing Trust mail. Maintains Xerox, Fax and mail room machines. Signs administrative checks using check signing machine. Maintains inventory control of office supplies. Replenishes Xerox and Fax supplies as needed. Maintains daily log of postage and UPS usage using Excel spreadsheet. Keeps daily log of mileage to be reimbursed using Excel spreadsheet. Performs routine building maintenance. Acts as liaison with building and office equipment maintenance and repairmen. Has working knowledge of Excel and MS Word software, assists with the input of basic data in a spreadsheet format. Assists on reception desk as required.

GROUP III/IV

COMPUTER OPERATOR

(Description to be determined)

