

COLLECTIVE BARGAINING AGREEMENT

between

**International Association of
Sheet Metal, Air, Rail and Transportation Workers
Local Union No. 359**

and

**Arizona Sheet Metal Joint Apprenticeship
and Training Committee**

and

**Office & Professional Employees
International Union
Local No. 30**



September 1, 2019 through August 31, 2022

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COLLECTIVE BARGAINING AGREEMENT
between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30
and
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS LOCAL UNION NO. 359
and
ARIZONA SHEET METAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE

This Agreement entered into this 1st day of September, 2019 as a successor to the former Separate Agreements by and between OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, hereinafter known as the Union and SHEET METAL WORKERS LOCAL UNION NO. 359 AND PHOENIX SHEET METAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE, hereinafter known as the Employer.

ARTICLE 1 - PREAMBLE

Section 1. The purpose of this Agreement is to set forth the understanding between the Employer, its bargaining union employees and the Union, and to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently under competitive conditions while providing the employees with good wages and working conditions in accordance with the language of this Agreement, and to facilitate orderly adjustments of grievances, complaints and disputes which may arise from time to time between the Employer and the Union.

ARTICLE 2 - RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement: Specifically, any phase of office and clerical work.

Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

Section 3. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in this Article.

Section 4. The Employer or his representative shall make known to the employee the duties he/she is to perform and from whom he/she is to receive his/her instructions.

Section 5. No employee shall participate in the internal politics, including any election, of International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union #359 and Arizona Sheet Metal Joint Apprenticeship and Training Committee. Violation of this policy constitutes sufficient grounds for discharge.

ARTICLE 3 - BONDING

When the Employer requires a Fidelity Bond of any employee, the premium for said bond shall be paid by the Employer.

ARTICLE 4 - WAGE SCALES AND CLASSIFICATIONS

- Section 1. The Employer agrees to PAY NOT LESS THAN THE MINIMUM hourly wage scale shown in Exhibit "A" of this Agreement to any regular full time or part-time employee.
- Section 2. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement, except as outlined in Article 26 – Management Rights of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.
- Section 3. If a new position is established during the life of this Agreement, the Employer shall place it into the Category most closely similar to the skill level and experience required for the new position. In the event that the Union disagrees with the classification and rate of pay assigned by the Employer for the job in question, such dispute shall be submitted to the grievance and arbitration procedures as contained in this Agreement. (See ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES)

ARTICLE 5 - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

- Section 1. All employees may be regarded as probationary employees for the first ninety (90) days of employment. There shall be no responsibility for reemployment of probationary employees who are laid off or discharged during their probationary period. They shall not be subject to the grievance procedure except as it relates to the payment of wages.
- Section 2. At the closing of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitled to all contract benefits.
- Section 3. If a temporary employee works past ninety (90) days, they will be considered a regular employee, and the ninety (90) day period worked shall be considered as their probationary period. On the ninety-first (91st) day of employment, the Union will be notified of their status and they shall become subject to all of the terms and conditions of the Agreement.
- (a) Once a temporary employee works past the ninety (90) days probationary period and is considered a regular employee, the Employer will contribute retroactively two months' health and welfare benefits. No other benefits are to be paid retroactively.
- Section 4. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular full-time employees.

ARTICLE 6 - HOURS OF WORK

- Section 1. The regular straight time work shift shall consist of eight (8) hours work. The regular work week will consist of five (5) consecutive workdays, Monday through Friday. All time worked in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1½) for one (1), except in the case of temporary or part-time employees who shall be paid time and one-half, (1½) for one (1) after eight (8) hours in any given day.
- Section 2. For full-time employees, all hours paid in a work week shall be counted in qualifying for overtime. All work performed on Saturday or Sunday shall be paid at the rate of time and one-half, (1½) for one (1), except temporary or part-time employees who shall be paid time and one-half, (1½) for one (1) after forty (40) hours.

- (a) Employees covered by this Agreement who report for work by direction of the Employer but are not placed to work shall be paid a minimum of two (2) hours straight time. Employees who report to work on Saturday, Sunday or holidays but are not placed to work shall receive a minimum of three (3) hours straight time.

This provision shall not apply under conditions over which the Employer has no control, unless the employee has started his regular work shift.

ARTICLE 7 - TECHNOLOGICAL CHANGES

- Section 1. In the event of technological changes, the Employer agrees to notify the Union Representative.
- Section 2. Any job created by virtue of such technological changes shall be posted for bidding among employees.
- Section 3. In the event training programs are necessary, the Employer agrees to institute or pay for such training at a facility mutually agreed upon by the Employer and the employee.

ARTICLE 8 - NON-DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, color, creed, national origin, handicap, sex or age.

ARTICLE 9 - HOLIDAYS

- Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed holidays with pay to coincide with the holidays observed by the Employer. For purposes of illustration, see Exhibit "B". This list of holidays is subject to change, plus or minus, a holiday concurrent with the holidays negotiated by the Employer in their contract negotiations.

Holidays falling on Saturday or Sunday shall be observed either on Friday or Monday at the option of the Employer.
- Section 2. All full-time employees required to work on any holiday shall be paid double their scale. Those not required to work on holidays shall receive their regular pay only.
- Section 3. In the event any of the holidays observed in this Article, Section 1, occur during the period of an employee's vacation an additional day's vacation or pay shall be allowed for each holiday so occurring, at the Employers option.
- Section 4. A REGULAR PART-TIME EMPLOYEE shall be paid for a holiday at the regular scale if the holiday falls within the time regularly employed.
- Section 5. No work shall be performed on Labor Day except in extreme emergencies.

ARTICLE 10 - VACATIONS

- Section 1. Each employee who shall have been employed for one (1) through four (4) years shall receive two (2) weeks vacation with pay.

- Section 2. Each employee who shall have been employed five (5) years through nine (9) years shall receive three (3) weeks vacation with pay.
- Section 3. Each employee who shall have been employed for ten (10) or more years shall receive four (4) weeks vacation with pay.
- Section 4. If the Employer requests, a vacation schedule shall be prepared by the employees and presented to the Employer for approval by April 15th of each year.
- Section 5. Senior employees shall be given preference in the selection of vacation periods if possible. However, once management has granted vacation time to an employee, it shall not be altered by requests from a more senior employee.
- Section 6. Each employee may roll over vacation time so as to accumulate up to a total of two (2) years of accrual based upon the employees then current accrual rate.
- Section 7. In the event that it would become necessary to change a vacation schedule, written notice will be given and approval of the change granted by the supervisor, a minimum of two (2) working days prior to the change. The manager shall have flexibility to waive the foregoing for unusual circumstances.
- Section 8. Vacations must be requested to be taken on days not to interfere with the monthly or annual activities of the business (i.e. "monthly close-out", monthly meetings, conventions, etc.)
- Section 9. At the end of each year, employees with two (2) weeks vacation accrual may request pay in lieu of vacation for one (1) week of vacation.
- Employees with three (3) weeks vacation accrual may request pay in lieu of vacation for up to two (2) weeks of vacation.
- Vacation pay in lieu of time off may be requested in whole week increments or single days.

ARTICLE 11 - SICK LEAVE AND LEAVE OF ABSENCE

- Section 1. All permanent employees shall be granted with pay a maximum eight (8) days sick leave per year accumulated at the rate of one (1) day per month beginning with the first month after completion of a ninety (90) day probationary period.
- Section 2. Sick leave shall be granted only in case of sickness or injury.
- Section 3. All unused sick leave may be carried to the following year to a maximum of twenty (20) days to be used in the event of a prolonged illness. At the employee's option, unused sick leave may also be sold to the Employer during the month of December each calendar year. Maximum five (5) days.
- (a) Employees shall be granted four (4) paid personal days per anniversary year which shall not be accumulative.
- Section 4. At the Employer's option, after twelve (12) months of continuous service, an employee may obtain a leave of absence due to a sickness or other causes, without pay, which shall not exceed six (6) months and such leave of absence shall be verified in writing, in triplicate; one copy to the Employer, one copy to the employee and one copy to the Union. At the expiration of such leave, the employee shall be reinstated to his/her position held prior to taking the leave, with no loss of any of his/her rights or privileges of seniority.

Section 5. If an employee is selected to perform work for the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30, including conventions and conferences, at the Employer's option, the employee may be granted a reasonable time off without compensation by the Employer.

Section 6. BEREAVEMENT LEAVE: In the case of death in the immediate family, an employee shall be granted a leave of absence of three (3) working days with pay, in State, and five (5) working days with pay, out of State. This leave of absence shall not be charged against sick leave. Immediate family shall consist of the following: Parents, Spouse's Parents, Spouse, Children, Step-Children, Brothers, Sisters and Grandchildren.

ARTICLE 12 – HEALTH AND WELFARE

Section 1. The Employer will make welfare plan contributions on all hours for which pay is due, following their ninety (90) day probationary period, on all employees covered by this Agreement. These contributions will be sent to the bank designated by the Trustees of the Arizona Sheet Metal Trade Trust Funds on a transmittal form approved by the Welfare Plan Trustees. Contributions will be sent to the Fund Office on a monthly basis.

(a) Payments to the Welfare Fund shall be due by the fifteenth (15th) day of each month for the number of hours worked by employees for the previous month, and if not paid by the fifteenth (15th) day of the month, the Employer shall pay a ten percent (10%) liquidated damage on all funds for that month.

Section 2. Said contributions are to be paid to the Arizona Sheet Metal Trade Trust Funds Administration office, as stipulated by the Trustees of said Fund. Said Funds shall be administered by the Board of Trustees in accordance with State and Federal laws.

Section 3. The Trust Agreement negotiated by and between SMACNA Arizona and International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359 and all amendments thereto during the term hereof will become binding on all parties bound by this Collective Bargaining Agreement. In this connection, said Trust Agreement will be deemed incorporated herein by reference to the same as if it were expressly set forth.

Section 4. The Employer shall contribute to Arizona Sheet Metal Trades Trust Fund a monthly amount which is required to maintain in effect all benefits through the Arizona Sheet Metal Trades Trust Fund. The amount of such contribution shall be determined by the Board of Trustees of the Arizona Sheet Metal Trades Trust Fund and such Trustee action shall be binding on the Employer. OPEIU coverage will be bound by same.

ARTICLE 13 - SENIORITY

Seniority is defined as an employee's continuous service with the Employer based upon the time actually spent on the payroll plus approved absences. An employee will lose seniority if he/she is discharged for just cause; when he/she quits; or when he/she has been laid-off for a period in excess of six (6) months. Any employee who has been discharged and then reinstated by the Grievance Procedure shall retain his/her seniority.

ARTICLE 14 – LAY-OFF AND REHIRE PROCEDURE

When it becomes necessary to lay-off employees, they will be laid off according to their seniority, without regard to classification, provided the employee with greater seniority is capable of performing the work available in the office. Recalls will be made in the reverse order of lay-off for up to a six (6) month period providing the last employee laid off is capable of doing the work, if not, the most capable will be recalled first.

ARTICLE 15 - UNEMPLOYMENT INSURANCE

The Employer shall provide unemployment insurance coverage for all employees through the Arizona Department of Economic Security.

ARTICLE 16 - TERMINATION OF EMPLOYEES

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reasons thereof prior to such action if possible.
- Section 2. Regular full-time employees with a minimum of six (6) months service shall be required to give two (2) week's notice prior to termination of service. The Employer shall be required to give two (2) week's notice prior to reduction in force, or two (2) week's pay in lieu of notice to regular employees.
- Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any severance pay.
- Section 4. Vacation or vacation pay shall in no way be construed as payment for notice or termination pay.
- Section 5. Any controversy arising out of this discharge procedure concerning monies due will be arbitrated as set forth in Article 22 and shall be binding notwithstanding any other clauses in this Agreement.

ARTICLE 17 - JOB VACANCIES

- Section 1. The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, it shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply such help.
- Section 2. If the Union fails to furnish requisitioned employee(s) who are suitable to the employer's needs within forty-eight (48) hours after requisition is brought to the Union's notice, then the Employer may secure such employee(s) from any source available. However, in such an event, the Employer will notify the Union within forty-eight (48) hours of such employee(s) being hired.
- Section 3. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, constitutional provisions, or any other aspects or obligations of Union membership, policies or Union requirements.
- Section 4. The Employer has the right to make personal interviews of all applicants referred to him by Local No. 30.
- Section 5. The Employer retains the right to reject any applicant referred to him by Local No. 30, for any lawful purpose.

ARTICLE 18 - VOTING

All existing State and Federal Statutes or Decisions with regards to State and National Elections, etc., shall be complied with.

ARTICLE 19 - VISITATION

With the Employer's permission, it is mutually agreed that an employee has the right to discuss any grievance with the Union Representative during working hours.

ARTICLE 20 - REIMBURSEMENT TO EMPLOYEES

Office employees are not to furnish normal office equipment or supplies unless properly reimbursed; and if any office employee incurs any expense during the performance of his/her duties, he/she shall be reimbursed.

ARTICLE 21 - WAGE ASSIGNMENTS

The Employer shall honor wage assignments executed voluntarily by employees when presented by the Union with such wage assignments and shall accordingly deduct from employee's wages such regular dues, initiation fees, reinstatement fees, regular and any other assessments, and shall promptly remit all money so withheld to the Union. (All such wage assignments shall be revocable with applicable State and Federal Laws).

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

- Section 1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement and shall be processed in the following manner:
- (a) An aggrieved employee must first present the grievance to the Employer and/or the Union Steward within two (2) working days after the grievance occurs.
 - (b) If the grievance is not settled in the first step within two (2) working days it shall be presented in writing through the Union, to the Employer, within five (5) working days thereafter.
 - (c) If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either the Union or the Employer may request in writing that the matter be submitted to the Board of Adjustment within three (3) working days thereafter. The Board of Adjustment shall be comprised of two (2) representatives of the Union to be selected by the Union and two (2) representatives of the Employer to be selected by the Employer involved in the grievance. The Board of Adjustment shall render its decision within five (5) working days after submission.
 - (d) If the Board of Adjustment is unable to reach a decision in five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be final and binding on all parties to the grievance. If the Employer and the Union cannot agree upon an Arbitrator within the seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the privilege of scratching two (2). Decision of the arbitrator is to be final and binding with the expense of the arbitrator to be divided equally between the parties. Time limits set forth shall exclude Saturday, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.
 - (e) Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the collective bargaining agreement.

ARTICLE 23 – PENSIONS

Section 1. 401K PLAN: The Employer shall contribute on behalf of each employee the rates set forth in Exhibit A, per hour, to the Sheet Metal Workers' Local Union No. 359 401(k) Plan in the manner presently established (Sheet Metal Workers' National Supplemental Savings Plan) and in the manner as may be changed from time to time by the Sheet Metal Workers' Trustees of the 401(k) Plan. Contributions shall be paid at the time designated by the Trustees of the Plan. The Employer shall match the employee's "voluntary contribution" to a maximum of One Dollar and Fifteen Cents (\$1.15) per hour.

(Example: Employee voluntarily contributes \$1.15/hr. and Employer will contribute the current amount per the contract, plus an additional \$1.15/hr. to match employee's "voluntary contribution". If employee voluntarily contributes \$.50/hr., Employer will contribute the current amount per the contract, plus an additional \$.50/hr. to match employee's "voluntary contribution".)

Section 2. Effective September 1, 2018, the Employer agrees to contribute pension funds to the Local Unions and Councils Pension Fund on behalf of each employee at the rate set forth by Locals Unions and Councils Pension Fund for current vested employees and newly hired employees. The Employer and employee agree to be bound by the rates, terms and provisions of Local Union and Councils Pension Fund.

ARTICLE 24 - UNION SHOP CARD

The Employer agrees to permit the display of a Union Shop Card signifying that the Office is staffed by members of the Office and Professional Employees International Union Local No. 30, AFL-CIO, and under agreement with the Union. This card is to be the property of the Union.

ARTICLE 25 - SEVERABILITY

In the event that any provision of this Agreement shall be found contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void and its exclusion shall in no manner affect the balance of this Agreement.

ARTICLE 26 - MANAGEMENT RIGHTS CLAUSE

Section 1. The Union hereby recognizes that the Management of the Office and the direction of the working forces are vested but shall not be limited to the right to determine the existence of facts which are the basis of management decision; to determine volume, production and methods of office operation, free of the liabilities of this Agreement; to introduce new or different methods, processes, procedures, technological changes, equipment or facilities to establish or continue policies, practices or procedures; to establish modify and/or change office rules and to administer and enforce such rules; to select and determine the number and types of employees required; to determine, and from time to time re-determine, the number and kinds of classifications required; to assign work covered by this Agreement in accordance with the job-related requirements determined by Management; to establish and change work schedules and assignments; to transfer or otherwise relieve employees from duty for lack of work or other legitimate reasons and to determine the fact of lack of work; to establish wage rates for new or changed classifications or positions; to design, establish, apply, change and terminate incentive and/or bonus compensation plans (in this connection the Employer has the right to establish reasonable production standards); to suspend, discharge or otherwise discipline employees for just cause; to fix standards of quality and quantity for work to be done, eliminate interruption of work, determine number of employees on a job, determine related job content, and rearrange, combine and/or eliminate jobs, positions,

job classifications or descriptions (consistent with State and Federal Safety Laws); and to take whatever action necessary to carry out any function of the Employer in situations of emergency or in order to promote efficiency.

The listing of specific rights in the Agreement is not intended to be nor shall be restrictive nor a waiver of any rights of rights of Management not listed and the non-exercise and/or non-frequent exercise of any Management Right, whether expressed or implied, shall not preclude the Employer from exercising such right, notwithstanding the period of such non-exercise or regardless of the frequency of such exercise. The exercise of Management Rights, whether express or implied, shall not be inconsistent with any specific express provision of this Agreement.

ARTICLE 27 - DURATION

This Agreement shall be in full force and effect on and after the 1st day of September, 2019 to and including the 31st day of August, 2022, and shall be automatically renewed from year to year, unless the Union or the signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement, prior to September 1, 2022. If agreement upon such amendments or modifications is not reached prior to the 31st day of August, 2022, this agreement automatically terminates unless prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

APPROVED BY EMPLOYER NEGOTIATING COMMITTEE:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30



Jeff Holly, Business Manager



Marianne Giordano, Executive Director/CFO



Albert Blanco, Jr., Apprentice Coordinator

EXHIBIT A “WAGE SCALES AND CLASSIFICATIONS”

Section 1. It is hereby agreed to grant effective September 1, 2019 to all individuals and classifications, the hourly wage rates listed below and benefits package:

	Date	Wage	H&W	401K	Voluntary Contrib. 401k
Group 1:					
Office Clerical	09/01/19	\$14.29		\$0.75	\$1.15
Receptionist/File Clerk	09/01/20	\$15.29	\$6.00	\$0.75	\$1.15
General Ofc. Worker Basic Comp. Knowledge	09/01/21	\$16.29		\$0.75	\$1.15
Group 2:					
Administrative Assist.	09/01/19	\$17.28		\$0.75	\$1.15
General Secretary	09/01/20	\$18.28	\$6.00	\$0.75	\$1.15
Gen. Comp. Knowledge Statistical Typist/Cashier	09/01/21	\$19.28		\$0.75	\$1.15
Group 3:					
Executive Sec.	09/01/19	\$21.44		\$0.75	\$1.15
Gen Comp. Knowledge	09/01/20	\$22.44	\$6.00	\$0.75	\$1.15
Cashier/Transcription	09/01/21	\$23.44		\$0.75	\$1.15
Group 4:					
Executive Assistant/ Office Manager (clerical staff)	09/01/19	\$25.53		\$0.75	\$1.15
Advanced Comp. Knowledge	09/01/20	\$26.53	\$6.00	\$0.75	\$1.15
Bookkeeper/(advanced experience and workload level)	09/01/21	\$27.53		\$0.75	\$1.15

Local Unions and Councils Pension Fund

Effective September 1, 2019, the Employer agrees to contribute pension funds to the Local Unions and Councils Pension Fund on behalf of current vested employees and newly hired employees. The employer and employees agree to be bound by the rates, terms and provisions of Local Unions and Councils Pension Fund.

NO PRESENT EMPLOYEE SHALL SUFFER A REDUCTION IN WAGES AS A RESULT OF THE SIGNING OF THIS AGREEMENT.

EXHIBIT B "HOLIDAYS"

The following is a list of holidays submitted for observance. The first consideration will be given to those holidays observed by the employing office. The following list of holidays is submitted for purposes of illustration:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day