

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL-CIO**

and

**THE INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL, TRANSPORTATION
(SMART)
LOCAL #9**

And

SHEET METAL WORKERS JATC



July 1, 2019
to and including
June 30, 2025

AGREEMENT

This agreement, entered into by INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION(SMART) LOCAL #9 and the SHEET METAL WORKERS JATC hereinafter referred to as the "Employer" and Office and Professional Employees International Union, Local #30, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees employed in office, clerical or technical capacities provided that all regularly elected officers of the Employer and full-time appointed employees are exempt from the unit if the combined work they perform is not a sufficient amount to require the services of a full-time employee as further provided in this Agreement.
- 1.2 The Union recognizes that each Employer has conditions which will affect only his operation; and, this clause is not intended to broaden present and existing work assignments or jurisdictional lines, or to create the necessity of hiring additional employees.

ARTICLE 2 – UNION SECURITY

- 2.1 Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth and the thirty-fifth day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. "Good standing" for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic Union dues.
- 2.2 The Employer agrees that when vacancies occur, or when new employees are needed to perform work covered by this Collective Bargaining Agreement, the Employer shall notify the Union as to the number and qualifications of employees desired and the Union shall refer applicants within forty-eight (48) hours of such notice.
- 2.3 Should the Union be unable to furnish employees acceptable to the Employer, within forty-eight (48) hours, the Employer has the right to obtain employees from any source available.
- 2.4 Upon hiring an employee, the Employer agrees to notify the Union within forty-eight (48) hours as to the name and social security number of the employee so hired.

- 2.5** Employees may have a Union Representative present at meetings concerning disciplinary action, discharge, or lay-offs, provided a Union Steward or Representative is available within a reasonable period of time. This provision does not diminish nor preclude the employer's right to take just and necessary action in the above-noted instances. Reasonable time as applied to this Article shall mean not to exceed four (4) hours.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1** Eight (8) consecutive hours between the hours of 7:00 A.M. and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Forty (40) hours, Monday through Friday, inclusive, shall constitute a week's work. A regular full-time employee shall be guaranteed eight (8) hours of work each day of the established work week.
- 3.2** When mutually agreed to, between the Union and the Employer, the Employer may schedule a four (4) day work week adjusting hours of work and/or pay to meet the forty (40) hour guarantee, and further shall meet with the Union to negotiate other changes as may be required to meet the needs of the Employer if a four (4) day work week is scheduled.
- 3.3** The Employer agrees not to change the hour at which the working day is scheduled unless such change is to continue for a period of at least two (2) weeks, except by mutual consent of the Employer and the employee.
- 3.4** The Employer shall provide within the regular working hours two rest periods of fifteen (15) minutes each, to be arranged at an approximate midpoint within the morning and afternoon work periods or at a time mutually convenient to the Employer and the employee.
- 3.5** Employees shall have the right to leave their offices for the fifteen-minute break.
- 3.6** Employees who report to work at their regular start time and are sent home by the Employer shall be entitled to a minimum of two (2) hours pay for the day at their normal rate of pay.

ARTICLE 4 – OVERTIME

- 4.1** All work performed over eight (8) hours in any one day shall be considered overtime, and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Saturday shall be considered overtime and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Sunday shall be considered overtime and paid for at the rate of double (2) the employee's base hourly rate of pay.

- 4.2 An employee called to work or called back to work, shall receive a minimum of four (4) hours work or pay therefore at the appropriate overtime rate.
- 4.3 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.
- 4.4 The Employer will give employees at least four (4) hours prior notice of required overtime, except when emergency circumstances prevent such notice.

ARTICLE 5 – HOLIDAYS

- 5.1 The following seven (8) holidays shall be observed without reduction in pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day. In addition, employees with one year of service shall be entitled to one floating holiday to be taken at a time mutually agreed upon between the Employer and the employee. Should any of the listed holidays fall on a Saturday, the previous Friday shall be recognized as the holiday. Should any of the listed holidays fall on a Sunday, the following Monday shall be recognized as the holiday.
- 5.2 Any employee who is required to work on any of the aforementioned holidays will be compensated for hours worked at double (2) their hourly rate of pay in addition to the compensation which the employee shall receive for an un-worked holiday.
- 5.3 Temporary employees must have been in continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday.

ARTICLE 6 – VACATIONS

- 6.1 Each employee shall receive ten (10) work days of vacation with pay per year, provided they have worked one (1) year. An employee who has completed three (3) consecutive years of service with the Employer shall be entitled to fifteen (15) work days of vacation per year with pay. Any employee who has completed twenty-five (25) consecutive years of service with the Employer shall be entitled to twenty (20) days of vacation per year with pay.
- 6.2 In the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive vacation pay at the rate of one (1) day's pay per month for each month's service over three (3) months. Upon leaving the service of the Employer any time after one (1) year of service, an employee shall receive all accrued, but unused days of vacation pay.
- 6.3 Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority in selecting the time of their vacations. Vacation time off will not be approved until the Vacation/Sick

Time Request Form has been filled out by the employee and approved with the signature of the employee's supervisor. These signed forms must be kept in the employees' personnel file

- 6.4** Should a holiday fall during an employee's vacation, the employee shall have the option of another day off at the end of the vacation period, or holiday pay in addition to vacation pay.
- 6.5** Vacation pay cannot be accrued over seven days from year to year. Vacation must be taken or reimbursement made, or it will be lost. Vacation will be based on the anniversary date of hire.
- 6.6** Employees shall have the option of receiving their vacation pay on the last day worked prior to their vacation.

ARTICLE 7 – SICK LEAVE

- 7.1** On July 1st of each year, each employee shall be entitled to ten (10) days of paid leave time which may be used for illness of the employee or dependents, or for personal business. Sick time off will not be approved until the Vacation/Sick Time Request Form has been filled out by the employee and approved with the signature of the employee's supervisor. These signed forms must be kept in the employees' personnel file. On June 30th of each year, or upon termination of employment, employees shall be reimbursed fifty percent (50%) of all unused sick leave time. New employees shall be entitled to leave days pro-rated based on the period of time from the employee's date of hire to the next July 1st.

ARTICLE 8 – JURY DUTY

- 8.1** In the event that it is necessary for the employee to serve on jury duty, the employee shall incur no loss of pay, in accordance with the following: pay for such jury duty shall be limited to thirty (30) calendar days or twenty (20) working days, upon the Employer receiving documentation from the court as to the status of jury duty. Jury pay shall not be granted for employees regularly scheduled days off. The employee shall return to the Employer any court pay received, not including mileage reimbursement, unless the employee is required to serve more than thirty (30) calendar days, or twenty (20) working days, in which case, the employee will not be required to reimburse court pay to the Employer.
- 8.2** Employees will be required to report to work during any work hours they are not required to be in court. In application of this provision, reasonable driving time will be a consideration.

ARTICLE 9 – BEREAVEMENT BENEFITS

- 9.1** An employee shall be excused from work without loss of pay for a maximum of three (3) working days in the event of the death of a member of his/her immediate family. Immediate family is defined as: Mother, Father, Spouse, Child (including legally adopted children or foster children) Brother, Sister, Grandparents of the employee and parents of current spouse.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.1** After one (1) years service, a leave of absence without pay not to exceed a period of three (3) months for reasons deemed justifiable by the Employer, may be granted to an employee by the Employer. When such leave of absence is granted to an employee by the Employer it shall not impair the employee's seniority as set out in Article 11 hereof. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays his/her leave of absence will lose his/her rights to reemployment, unless otherwise agreed to by the Employer.
- 10.2** Employees shall be allowed extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave during periods of lengthy illness or disability, so certified by a medical doctor. During such leaves, seniority shall be retained, but will not accumulate. Seniority will accumulate during periods of paid sick leave.
- 10.3** Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to Union business, providing the absence does not seriously adversely affect the business of the Employer. Such time off will not affect the employee's seniority.

ARTICLE 11 – SENIORITY

- 11.1** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force and recall after layoff, all promotions, demotions, and preference of vacation periods.
- 11.2** Whenever new positions are created or vacated positions become available within the bargaining unit, the Employer will give written notice to all their employees in the bargaining unit and to the Union, and the employees will have the right to submit written job bids for the new position.
- 11.3** New employees shall be regarded as probationary employees for the first sixty (60) calendar days of their employment and there shall be no responsibility on the part of the Employer to retain these employees during the sixty (60) day period.

If the employee is retained beyond the sixty (60) days, their name shall be placed on the seniority list as of the date of their last hiring.

- 11.4 An extension of an additional thirty (30) days of this probationary period may be requested in writing by the Employer for an individual employee, at least five (5) days before the end of the normal probationary period. Such extension to be granted only upon mutual agreement between the Union and the Employer.
- 11.5 Employees shall be recalled from layoff in seniority order, provided such employees have the ability to satisfactorily perform the work. Employees recalled from layoff, assigned or promoted to a new position shall be entitled to a trial period of thirty (30) days in order to become proficient at the job.
- 11.6 Seniority shall terminate for any of the following reasons:
 - A. Voluntary quitting
 - B. Discharge for just cause
 - C. Lay-off for a period in excess of one (1) year.

ARTICLE 12 – UNEMPLOYMENT & WORKER’S COMPENSATION

- 12.1 The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Worker’s Compensation Acts for each of his/her employees.

ARTICLE 13 – LAYOFF NOTICE

- 13.1 The Employer agrees not to layoff an employee without two (2) weeks notice or one (1) weeks pay in lieu thereof, unless dismissal is for just cause. The provisions of this article shall not apply to extra workers.

ARTICLE 14 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 14.1 Employees may be permanently employed on regularly scheduled workweeks of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Friday, but may provide for as few as one day scheduled per week or for as many as the regular five (5) days of employment. These employees shall be paid at the straight time hourly rate for all hours worked within eight (8), in the regular work days and within forty (40) in the regular work week, provided that the overtime provisions of Article 4 shall be applicable for any other work performed by these employees. All of the other provisions of the Agreement shall apply to these employees, pro-rated on the basis of the hours of employment, except as provided for in Article 17.
- 14.2 The Employer shall not be permitted to employ more than one (1) part-time employee on a permanent basis unless the Employer employs at least one (1) full-

time employee, provided that the full-time employee can satisfactorily perform the work, subject to the grievance and arbitration procedure outlined in this Agreement.

- 14.3** The Employer may not employ more than two (2) part-time employees in any one office except by mutual agreement of the parties signatory hereto. This provision may be waived by mutual agreement between the Employer, the employees, and the Union.
- 14.4** **EXTRA WORKERS** shall be paid at an hourly rate of pay equivalent to the classification of the job performed as indicated in the tabulation of pay in Article 18. Extra workers shall not be hired for more than sixty (60) calendar days.
- 14.5** In the event the Employer finds it necessary to employ Extra Workers for less than thirty (30) days, the Employer will notify the Union of the employee's name and social security number. Extra workers shall be subject to the provision of Article 2, Union Security, after thirty-one (31) calendar days.

ARTICLE 15 – SAVINGS CLAUSE

- 15.1** In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect; any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

ARTICLE 16 – RIGHTS OF MANAGEMENT

- 16.1** The Employer retains the right to manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline or discharge for just and reasonable causes such as but not limited to dishonesty, negligence, incompetence, insubordination, intoxication, or drinking alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure herein established.

ARTICLE 17 – HEALTH & WELFARE

- 17.1** Health and welfare benefits will be provided by Colorado Sheet Metal Workers Local #9 Family Health Plan. The Employer agrees to pay the contribution rate per the SMART Local #9/SMACNA Colorado wage scale

ARTICLE 18 – CLASSIFICATION AND WAGES

18.1 Effective July 1, 2016, employees will be paid the following minimum scale of wages based on a forty - hour work week:

Local Union Office Classifications:

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| Office Worker 1 (Secretary/Receptionist) | 13 months through 10 years of employment in this position = 70% of the Journeyman wage scale. After 10 years of employment in this position =80% of the Journeyman wage scale. |
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| Office Worker II (Administrative Assistant) | 13 months through 10 years of employment in this position = 80% of the Journeyman wage scale. After 10 years of employment in this position =90% of the Journeyman wage scale. |
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| Office Worker III (Administrator) | 13 months through 2 years of employment in this position =90% of the Journeyman wage scale. After 2 years of employment in this position = 100% of the Journeyman wage scale. |
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JATC Office Classifications:

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|---|---|
| Office Worker 1 (Secretary/Receptionist) | 13 months through 10 years of employment in this position = 70% of the Journeyman wage scale. After 10 years of employment in this position =80% of the Journeyman wage scale. |
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| Office Worker II (Administrative Assistant/Bookkeeper) | 13 months through 10 years of employment in this position = 80% of the Journeyman wage scale. After 10 years of employment in this position =90% of the Journeyman wage scale. |
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- 18.2** The Office Manager shall receive an additional four (4) hours per week including holiday, vacation, sick leave and fringe benefits.
- 18.3** Employees hired on or after July 1, 2016, will be paid at least 80% of the appropriate SMACNA wage scale rate for the first six months, and at least 90% of the appropriate SMACNA wage scale rate for the second six months. After twelve months of employment, employees will be paid 100% of the appropriate SMACNA wage scale minimum hourly rate.

ARTICLE 19 – PENSION

19.1

Pension benefits to be provided by Sheet Metal Workers Local #9 Pension Fund. The Employer agrees to pay the Pension contribution rate at the same percentage as the percentage of the Employee's wage as referenced in both Article 18.1 of this Agreement and the current collective bargaining agreement between SMART Local #9 and SMACNA Colorado, Appendix A; this will not affect Employees hired prior to July 1, 2016.

- 19.2 Annuity – 401(K) Plan** –401K benefits are to be contributed to Sheet Metal Workers National Supplemental Savings Plan. The Employer agrees to pay the contribution rate at the same percentage as the percentage of the Employee's wage as referenced in both Article 18.1 of this Agreement and the current collective bargaining agreement between SMART Local #9 and SMACNA Colorado, Appendix A. Effective July 1, 2016 any monies allocated, within the SMART Local #9 Appendix A, to funds other than the Colorado Sheet Metal Local #9 Family Health Plan, Local #9 Pension Plan and the Sheet Metal Workers National Supplemental Savings Plan, those additional monies will be applied to the Employee's individual 401 (k) Plan, provided that the additional monies will not exceed \$.75 per hour for the current contract period. Employees may also voluntarily participate in said plan. Voluntary contributions to the 401K plan shall be made as a payroll deduction.

ARTICLE 20 – MATERNITY LEAVE

- 20.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 21 – TECHNOLOGICAL CHANGES

- 21.1** In the event the Employer should decide to make any technological or labor-saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for

any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 All grievances shall be handled in the following manner:

STEP ONE: (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP TWO: (written) If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the Step One meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of receipt of the grievance, in an effort to resolve the grievance. If the grievance is rejected at this Step of the Grievance and Arbitration procedure, the Employer will state the reasons for such rejections in writing, to the Union, within five (5) working days of the Step Two meeting.

STEP THREE: (hearing) If the grievance is not settled at Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer. The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

STEP FOUR: (arbitration) If the grievance is not settled at the Grievance Board of Adjustment, the Union may request arbitration within fifteen (15) working days immediately following the decision of the Grievance Board, by delivering a written notice to the Employer if its intent to arbitrate the dispute. Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties

alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

- 22.2** The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.
- 22.4** If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

ARTICLE 23 – TRAVEL REIMBURSEMENT

- 23.1** Should an employee be called upon to conduct business for the Employer in which travel is necessary, an Employer owned automobile should be used. If said automobile is unavailable, the employee shall log the mileage used with their own vehicle and be reimbursed at the current allowable IRS rate.

ARTICLE 24 – TERM OF AGREEMENT

- 24.1** This Agreement shall be in full force and effect from the first (1st) day of July, 2019, to and including the thirtieth (30th) day of June, 2025, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions.
 - a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
 - b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.
 - c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By: Marianna Vindano

Title: Executive Director/CFO

Date: 6-27-2019

**INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION (SMART)
LOCAL 9**

By: Dwight Stup

Title: BUSINESS MANAGER

Date: 7/10/19

SHEET METAL WORKERS JATC

By: Nann Carr

Title: Chairman

Date: 7/10/2019

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