



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

SMART Local 88

January 1, 2017
to
December 31, 2020



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AGREEMENT

THIS AGREEMENT made and entered into at Las Vegas, Nevada on **April 17, 2017**, by and between Sheet Metal, Air, Rail, and Transportation Workers Local 88 (SMART Local 88), hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537 AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

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

ARTICLE 1 - UNION RECOGNITION

A. The Employer agrees to recognize the Union as the exclusive collective bargaining representative of all employees under the jurisdiction of the Agreement, excluding exempt classifications.

B. Exempt classifications excluded from the Agreement include those executive and administrative employees who formulate, administer, or control management policies and procedures and their confidential or private secretaries or assistant, as well as those engaged in professional and actuarial duties; all supervisors as defined by the National Labor Relations Act, temporary and casual employees and all other employees whose work is not under the jurisdiction of the Agreement.

C. The Union agrees to promote the welfare of the Employer in order to establish an harmonious relationship between the Employer and its employees, to facilitate orderly adjustment of grievances, complaints, and disputes which may arise from time to time between the Employer and the employee.

ARTICLE 2 - UNION SECURITY

A. The Employer agrees to only employ those employees covered by the collective Bargaining Agreement, except as otherwise provided, who agree to become members of the Union, unless prohibited by law. Such employees shall become members of the Union in good standing no later than thirty-one (31) days after the date of employment and such continued membership shall be a condition of employment.

B. Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate the employment of said employee no later than two (2) weeks from receipt of Union notification, unless such action conflicts with State or Federal Laws.

C. Whenever a vacancy arises, the Employer shall notify the Union of such vacancy and provide members of the Union an equal opportunity to compete for the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant of its choice, so long as the Employer does not discriminate on the basis of age, color, creed, national origin, race, or sex. At the time a new employee starts to work, the Employer shall

Article 2 (cont.)

immediately notify the Union of the name of the new employee, starting date, and job assignment.

D. The Employer or the Employer's representative shall make known to the new employee the duties the employee is expected to perform and from whom the employee is to receive instructions as to the policies and procedures of the Employer.

E. For the convenience of the Union and the employee, the Employer will honor the wage assignment of an employee authorizing the Employer to deduct from the employee's wage each month, monthly Union dues, initiation fees, and assessments, as may be required to the Union. The Employer agrees to remit monthly to the Union, along with employee detail, all such money deducted or collected by the Employer for the prior month.

F. The Union agrees to indemnify and hold the Employer harmless against any and all claims, losses, damages, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the employer, in reliance upon the Union Security provisions of the agreement and payroll deduction authorization cards submitted by the Union to the Employer. In the event an employee is terminated at the request of the Union, the Union shall indemnify and make whole the Employer for any back pay, or other money award, which may be secured by such an employee by reason of the termination.

ARTICLE 3 - EMPLOYEE DEFINITIONS

A. PROBATIONARY EMPLOYEES

All newly-hired individuals and individuals rehired following a break in service with the employer shall be considered probationary employees during their first six (6) months of employment. Such employees may be terminated at any time during the probationary period, without recourse whatsoever. Grievances may not be presented and need not be considered by the Employer in connection with the discharge, layoff, suspension, or other disciplinary action taken in the case of probationary employee.

B. REGULAR FULL-TIME EMPLOYEE

All those individuals who have completed six (6) months of continuous employment with the Employer, in a full-time capacity, shall be considered regular full-time employees and shall become entitled to all benefits of the Agreement from date of hire.

C. TEMPORARY EMPLOYEE

A temporary employee is one that is hired for a specific project not to exceed four (4) months. Such temporary employees may be hired as relief for our replacement of regular employees for periods of sick leave, vacation, or leave of absence. On an infrequent basis, temporary employees may be hired when the work load is increased. All employees must be informed of their status at the start of such temporary employment, and will not be considered a regular full-time or regular part-time employee. (A temporary

Article 3 (cont.)

employee will not be entitled to benefits: i.e. health and welfare, retirement, and holiday pay.)

If a temporary employee is hired as a regular part-time or full-time employee, the employee shall be entitled to all contractual benefits from date of employment.

The Union shall be notified of the intent to hire a temporary employee. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate.

All temporary employees shall be paid under the classification as set forth in Exhibit "A" of this Agreement.

D. PART-TIME EMPLOYEES

Regular part-time employees shall be covered by all the conditions set forth in the Agreement for regular full-time employees, except that weekly wage guarantee and vacation shall be figured on a pro-rata basis consistent with the time regularly employed each week.

E. CASUAL EMPLOYEE

All of those individuals hired, either directly or through an agency, to perform work normally performed by employees under the Agreement in circumstances when the employer must meet an unusual work demand or peak period not a part of its daily routine shall be considered casual employees. The Employer will not hire such casual employees, if such hiring will result in the layoff of, or a reduction in normal hours of regular employees. It is expected that employment in this category shall be for less than four (4) months. Casual employees shall not be required to join the Union but shall be required to pay a Work Permit Fee to the Union for each month they are employed, and shall not be entitled to receive any benefits under the Agreement, other than a wage rate of three dollars (\$3.00) less than starting rates for the job being performed.

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's office and the direction of its workforce shall be the Employer's exclusive rights. These rights include the planning, directing and controlling of operations, the establishment of office hours, the scheduling of employees, the determination of the number of employees required to staff the office, the assignment of duties and responsibilities to employees, the right to establish and enforce reasonable work rules, the right to determine the qualifications of a prospective, as well as current, employee, the right to select, assign, transfer, promote, demote, suspend, lay off, and/or discharge an employee for just cause. In other words, all management and operational decisions required to maintain the efficient servicing of the member-participants' of the Sheet Metal, Air, Rail, and Transportation Workers Local 88, are exclusively reserved by the Employer, unless specifically excluded by the terms of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

A. The representative of the Union shall have the right to contact the employees at work with respect to the Agreement, provided that, in the opinion of the Employer, it shall not interfere with or delay the proper functioning of the office. Such opinion shall not be arbitrary or capricious. The representative of the Union must notify the Administrative director of the representative's intention to contact employees at work.

B. The Employer shall recognize the Union's right to designate one (1) employee to act as Union steward and, in the absence of the Union steward, one (1) alternate, to assist the Union in the administration of the Agreement. The Employer shall permit the Union stewards to perform such duties as cannot be performed at other times, provided however, that the Union steward's duties shall not interfere with or delay the proper performance of the steward's work, as an employee of the employer. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow an amount of time that the Employer considers reasonable for such duties.

C. Any employee called into their supervisor's office for a reprimand or warning may request the presence of their steward at that meeting.

D. The Union shall furnish the Employer with the names of the Union steward, in writing, or other designated representatives of the Union, and any changes thereof.

E. The Employer and the Union agree that no employee of the employer shall be intimidated or discriminated against because of the employee's participation or non-participation in Union activities.

ARTICLE 6 - SAFETY AND HEALTH

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

B. The Employer agrees to abide by all laws of the State of Nevada pertaining to health and sanitation.

ARTICLE 7 - HOURS OF EMPLOYMENT

A. The workweek shall consist of five (5) consecutive days, of eight (8) consecutive hours, Monday through Friday, excluding a lunch period of not more than one (1) hour, but inclusive of rest periods.

B. The Employer shall have the option of reducing the workweek from five (5) days to either four (4) or four and one-half (4½) days, and in order to provide a reduced workweek, may change the work hours to accomplish this by mutual agreement with the Union.

Article 7 (cont.)

C. The regular workday of eight (8) consecutive hours shall be between the hours of 7:00 a.m. and 6:00 p.m., and the employee's designated starting time shall be the time to start work. Frequent tardiness shall result in disciplinary action. By mutual agreement between the parties, the Employer may deviate from the normal workweek and workday, as outlined above.

D. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee every morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the workday. Employees who frequently take rest periods of more than fifteen (15) minutes will be subject to disciplinary action.

E. It is the intent that lunch periods shall not be scheduled more than four (4) hours after the start of the workday, unless an employee otherwise desires. However, each department must be covered by qualified employees at all times. Therefore, lunch and break periods may be selected by departmental seniority.

ARTICLE 8 - WAGES

A. The Employer agrees to pay not less than the minimum hourly wage rate, as shown in Exhibit "A" of the Agreement.

B. It is expressly understood and agreed that the wage rates herein provided for are minimum rates. No clause in the Agreement shall, at any time, be so construed as to reduce the pay, or increase the hours, of any employee now on the payroll of the Employer. Nor can it be so construed that an employee may not obtain a salary above minimum, be granted an increase in pay before the period specified, or be advanced or promoted in the service of the Employer. Provided, however, that the granting of such adjustments paid over and above the minimum rates provided in the Agreement by the Employer, is vested exclusively in the jurisdiction of the employer and shall not be subject to the provisions of the Grievance and Arbitration procedures of the Agreement.

C. Any employee working regularly on a combination of job duties shall be paid the higher wage rate for the job duties performed, based on the employee's length of employment, subject to the following: No higher wage rate will be considered in which an average of less than twenty-five percent (25%) of the employee's time is spent. The amount of time spent shall mean the average straight time spent per week, and minor fluctuations from week to week shall not affect the rate of pay. Consideration shall be given to any employee who, because of the employee's desire to gain experience or knowledge, voluntarily assumes or requests to assume, temporarily or periodically, the higher-rated job duties. Such act shall not be construed to effect an increase to the higher rate. The higher rate does not apply while training.

D. All regular employees are guaranteed to receive pay for their scheduled hours of work.

Article 8 (cont.)

E. Wages to employees shall be paid on a weekly payday schedule and not more than one (1) week's pay may be held back by the Employer. The Employer may revise the pay period so as to provide paychecks (Direct Deposit) in a more timely manner.

F. Any newly-hired employee, who reports to work and is not put to work on the employee's regularly scheduled workday, shall receive two (2) hours' pay. It is understood that the Employer retains the right to assign such employee to perform any duties it deems appropriate, in keeping with good office procedures.

G. Any employee who is required to report for work on a regularly scheduled day off, and who does report at the scheduled time, shall be guaranteed not less than two (2) hours' pay.

H. Three (3) consecutive days' absence, without mutual agreement, shall be deemed a resignation of the employee and severance of employment.

I. Any employee required by the Employer, during the course of employment, to do errands which require the use of the employee's motor vehicle, shall be compensated at the maximum cents per mile rate established by the Internal Revenue Service for each mile driven during the course of employment.

J. The cost of any bond or notarial commission required by the Employer for any employees covered by the Agreement shall be paid by the Employer.

K. The Employer intends, as long as it is feasible, to provide free parking for all employees. If this practice becomes impossible, advance notice will be given. The Employer will not guarantee that free parking will always be provided.

ARTICLE 9 - OVERTIME

A. Inasmuch as the Employer and the Union both recognize that overtime can be detrimental to the best interests of the employee and the Employer, overtime will only be required in cases of absolute necessity, if specifically requested and authorized by the Employer. Those employees scheduled to work overtime must notify the Employer within forty-eight (48) hours of their unavailability to work overtime. Any employee who commits to work such overtime and, subsequently, does not show up or inform management at least forty-eight (48) hours prior to the scheduled work time (except for documented emergencies) may be subject to disciplinary action, including possible suspension without pay, and will not be eligible for overtime work for another thirty (30) calendar days. Regular full-time employees who had unpaid absences during the week in which such overtime is required will not be eligible for overtime consideration.

B. One and one-half (1½) time the employee's regular hourly rate of pay shall be paid for work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any week, Monday through Friday, and for all hours worked on Saturday.

Article 9 (cont.)

C. Two (2) times the employee's regular hourly rate of pay shall be paid for all hours worked on Sunday and holidays, or days observed as such.

D. When an employee is required to work ten (10) or more consecutive hours in a day, the employee shall receive pay for one-half ($\frac{1}{2}$) hour for dinner allowance at overtime rates; such one-half ($\frac{1}{2}$) hour shall not be considered in computing the first four (4) hours' overtime, for purposes of determining hours to be paid at time and one-half ($1\frac{1}{2}$).

E. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment the employee shall be guaranteed two (2) hours' pay at time and one-half ($1\frac{1}{2}$), plus mileage.

F. Holidays, vacation, and periods of paid personal leave shall be considered as time worked for the purpose of computing overtime.

ARTICLE 10 - HOLIDAYS

A. All employees, excluding temporary employees, covered by the Agreement shall receive, with pay, all Holidays enumerated in the Sheet Metal, Air, Rail, and Transportation Workers Local 88 Agreement.

B. If any of the above holidays falls on a Saturday, the holiday will be observed on the previous Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday.

C. Any employee required to work on a holiday shall be notified forty-eight (48) hours in advance.

ARTICLE 11 - UNPAID LEAVES OF ABSENCES

A. An employee desiring a personal leave of absence shall request such, in writing, stating the reason for the leave, the commencement date, and the desired duration thirty (30) days prior to commencement of personal leave. Upon approval by the Employer, a leave of absence may be taken at a mutually agreed time and upon mutually agreed terms. The Employer's approval will not be unreasonably withheld. Seniority and vacation will not accrue during such personal leave of absence; however, the employees granted such leave of absence will retain seniority during such leave period. Failure to return to work at the agreed-upon termination date of the personal leave will be considered as having terminated employment, as of the first day of the leave, and shall be considered a voluntary quit except for documented medical emergencies of the employee or the employee's immediate family.

B. Employees may be granted extended leaves of absence without pay, not to exceed four (4) months during periods covered by State Disability or Workers' compensation, for personal illness or injury. Additional extensions for periods not to exceed thirty (30) days for each instance, may be granted upon presentation of medical

Article 11 (cont.)

evidence. The Employer has the right to require proof of such disability and may require that the disability be certified by a physician of the Employer's choosing. Any examination required will be at the expense of the Employer. Employees granted such leave of absence will retain seniority during such leave period.

C. Any employee who works for another employer during any leave of absence, automatically vacates such leave and will be considered to have terminated employment, as of the first day of the leave of absence, and shall be considered a voluntary quit.

D. Maternity leaves of absence will be administered on the same basis as any other sickness or disability and in accordance with applicable State and/or Federal law.

E. Any employee who misrepresents facts on the basis of which a leave is granted will be subject to discipline, up to and including termination.

ARTICLE 12 – VACATIONS/PAID TIME OFF

A. Vacations with pay, are hereby established for all regular full-time and part-time employees covered by the Agreement and are earned and accrued from the employee's date of hire as follows:

1. An employee having one (1) year to ten (10) years of continuous employment shall be entitled to ten (10) days of vacation and ten (10) days of PTO at the start of each calendar year.
2. An employee having eleven (11) years or more of continuous employment shall be entitled to fifteen (15) days of vacation and ten (10) days of PTO at the start of each calendar year.

B. Vacations may not be carried over from one employment year to the next. If the employee is unable to take vacation due to the needs of the Employer, the Employer will allow the employee to cash out vacation.

C. Vacation scheduling is based on seniority within departments. Employees shall have the right to take the maximum vacation earned, if the employee desires and the operation of the office permits. Otherwise, employees may take vacation in five (5) day periods, or less, by mutual agreement between the employer and the employee. Vacations shall be taken at a time mutually agreed upon by the Employer and the employee.

D. An employee who does not return from vacation, as scheduled, will be considered to have terminated employment, as of the last day of vacation except for documented emergencies.

Article 12 (cont.)

E. A regular part-time employee shall be paid at scale on a pro-rata basis consistent with hours and length of employment with the Employer.

F. PTO will not carry over from year to year or be considered as wages owed upon termination of employment. Any unused PTO will be not paid out.

ARTICLE 13 - DISCHARGE

A. The decision to discharge, or otherwise discontinue the services of any employee for just and sufficient cause, shall be the sole discretion of the Employer. The employer shall not discriminate against any employee on account of age, color, creed, national origin, race, sex, or union activities.

B. The Employer may immediately discharge for just cause, without a prior warning notice, any employee for serious violations, such as, but not limited to, unauthorized disclosure of confidential information concerning the Employer's business, dishonesty, substance abuse, insubordination, physical violence, or harassment, destruction of property and work stoppages.

C. The Employer shall advise the employee, in writing, of the discharge and the reasons thereof.

D. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages and fringe benefits, unless the Union and the Employer or the arbitrator determine otherwise.

E. A progressive disciplinary system shall be established. Copies of all written warnings shall be mailed to the Union. Warnings and disciplines shall be removed from the employee's personnel file as indicated in the chart below.

First Warning:	Written warning/counseling	Removed six (6) months from date of incident.
Second Warning:	Written Warning	Removed six (6) months from date of incident.
Third Warning:	Final written warning with five (5) days' suspension.	Removed twelve (12) months from date of incident.
Fourth Warning:	Termination	

ARTICLE 14 - NO STRIKE

A. The Union agrees not to do anything, either directly or indirectly, that would be detrimental to the best interests of the Employer, so long as the Employer continues to abide by the terms of the Agreement.

Article 14 (cont.)

B. The Employer and the Union agree that there will be no strikes, slowdowns, walkouts, or any other disruptions of work during the term of the Agreement. The Union shall take all necessary steps to cause any employee who engages in such conduct, in violation of this provision, to cease such activity. Any employee who continues to engage in activity, will be subject to discipline, up to and including termination.

ARTICLE 15 – SEVERANCE

A. If the Employer discontinues the services of a regular full-time employee, said employee shall be given two (2) weeks' written notice immediately prior to the date of termination.

B. The employee shall give two (2) weeks' written notice immediately prior to the date of his intention to resign.

C. All unpaid vacation accumulation shall be paid to the employee, upon date of termination.

D. Employees terminated for just cause shall not be entitled to severance.

ARTICLE 16 - SENIORITY

A. For the first six (6) months of full-time service, an employee shall be considered a probationary employee and shall have no rights under the agreement. After the completion of the six (6) months' probationary period, the employee's seniority shall date back to the date he/she became a regular full-time employee with the Employer. Grievances may not be presented and need not be considered by the Employer in connection with the discharge, layoff, suspension or other disciplinary action taken in the case of probationary employee.

B. Seniority shall mean length of continuous service, without a break. Any break will cancel seniority theretofore accrued and seniority can be acquired after such a break only based on service following re-employment. Continuous employment, for the purpose of seniority, shall be deemed broken for the following reasons:

1. If the employee resigns or retires;
2. If the employee is discharged and the discharge is not reversed through the grievance procedures;
3. If an employee who has been laid off, or is on leave of absence, fails to report within three (3) working days after being notified to report and does not give a satisfactory reason;

Article 16 (cont.)

4. If an employee is absent without permission, except with documented emergencies.
 5. If an employee accepts other employment, while on leave of absence;
 6. If an employee has been laid off or absent due to illness or injury for a period on excess of four (4) consecutive months, unless extended by mutual agreement between the Union and the Employer.
 7. If the employee works less than thirty-two (32) hours per week.
- C. The use of seniority shall be limited to the scheduling of vacations and lunch breaks.

ARTICLE 17 - PROMOTIONS AND LAYOFFS

A. In all cases involving promotions, layoffs, transfers, demotions, or rehiring, employees with seniority with the Employer shall be given preference, where skills and ability are comparatively equal. It shall be the Employer's decision to determine what constitutes skills and ability and may include the employee's technical expertise and performance history.

B. Promotions are hereby defined as moves from a lower-rated to a higher-rated job, within or from one department to another. It is the intention of the Employer to attempt to fill job vacancies from within the Employer's current staff before hiring new employees, provided employees are available with the necessary qualifications, technical expertise, and ability to fill the vacant position.

C. Notice of all job vacancies shall be posted on the Employer's bulletin board and the Employer agrees to notify the Union of all job openings for full-time or part-time positions within the jurisdiction of the Agreement. Interested current employees will be given preference over an employee referred by the Union, and the Union agrees to refer only employees with the necessary skills ability and qualifications required to perform the job.

D. All employees so promoted shall be placed on the higher-rated job for a probationary period not to exceed thirty (30) days, unless extended by mutual agreement. In the event such promoted employee successfully passes the probationary period, the employee shall be paid the higher rate retroactive to the date of promotion. Such rate shall be the lowest rate in the pay schedule for that job that would pay a rate higher than the rate for the job from which the employee was promoted. In the event the employee does not successfully pass the probationary period, such employee shall be returned to a former or comparable position, without any loss of seniority or pay.

Article 17 (cont.)

E. When a layoff is necessary, the Employer will attempt to provide the affected employees with at least two (2) weeks' notice of the layoff.

ARTICLE 18 - GRIEVANCES AND SETTLEMENT OF DISPUTES

A. Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

1. The grievance must be presented to the Employer within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent such filing.
2. The Employer and the grievant mutually agree State or Federal Mediation can be utilized to effectuate resolution of disputes at no cost to the parties, prior to arbitration request.
3. 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 party may within thirty (30) days submit the dispute to arbitration.
4. The arbitrator shall be selected from an odd-numbered list on a panel to be submitted to the Federal Mediation.

ARTICLE 19 - VALIDITY OF AGREEMENT

Should any portion of the agreement or any provision therein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of the Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 20 - UNION LABEL/UNION OFFICE CARD

A. The privilege of using the Union label shall be extended to all employees, as long as the Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

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

**ARTICLE 21 - TECHNOLOGICAL CHANGES/
EDUCATIONAL ASSISTANCE PROGRAM**

In the event the Employer installs new technology or equipment, the Employer agrees to offer training, at the Employer's convenience, to interested, affected employees.

A. Educational Assistance Program

The Employer has established an education assistance program to help eligible employees develop their skills and upgrade their performance. Full-time regular employees who have completed a minimum of one (1) year of service with the Employer are eligible to participate in the program. Under this program, educational assistance is provided for courses offered by approved institutions of learning, such as accredited colleges, universities, and approved trade schools.

B. Education Eligibility

Each course must relate to maintaining and/or improving an employee's current job skills. To be eligible for reimbursement, the employee must complete the Educational Assistance Agreement Form, attached hereto as Exhibit "C", with the signature from the Business Manager prior to the scheduled commencement of the employee's course(s), be actively employed full-time by the SMART Local 88 at the time of the course completion, and receive a qualifying grade. Courses must not require any absences from work.

C. Reimbursements

SMART Local 88 will reimburse employees upon submission of grades and the related payment receipts for the completed courses. Reimbursement covers the actual cost of tuition, registration fees, textbooks, and lab fees, and is limited to a maximum of nine (9) credit hours per semester, based on the following schedule:

Undergraduate or Graduate Courses

Letter Grade Received	Numeric Grade Received	Amount of Reimbursement
A Grade "B" or better	3.0 and above	100%

D. Reimbursement Procedures

After successful completion of the course(s), and having received a Grade according to the chart above, a check request for the reimbursement amount should be submitted to the Office Manager within sixty (60) days for further processing and approval. On the check request, indicate the exact title of each course of which reimbursement is being requested. The check request must be accompanied by the following supporting documents:

(1) Copies of the school transcripts or reports of official grades. In cases when these are not available, a letter from the instructor should be submitted.

Article 21 (cont.)

(2) A photocopy of the Tuition Reimbursement Application Form showing all approved signatures.

(3) Your cancelled check and/or credit card slip plus a PAID receipt from the institution verifying the exact amount per course.

If the employee leaves SMART Local 88's employment voluntarily, or is discharged, the employee will not be eligible for any reimbursement for professional development or education assistance if he/she has not completed the approved program course(s).

ARTICLE 22 - RULES AND REGULATIONS

The employer shall have the right to establish, maintain and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of the Agreement. The Employer shall furnish the Union with a written or printed copy of all such rules and regulations, and all changes therein. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

All employees covered by this Agreement will participate in, and are subject to, the Local #88 J.A.T.F. Substance Abuse Policy.

ARTICLE 23 - VOTE

A. For the convenience of the Union and the employee, the Employer will honor the wage assignment of an employee authorizing the Employer to deduct from the employee's wage each month, an amount designated by such employee for OPEIU "Voice of the Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly, by check payable to "Voice of the Electorate" or "VOTE", along with a listing of persons who donated such monies.

B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, losses, damages, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer, in reliance upon these provisions of the agreement and payroll deduction authorization cards submitted by the Union to the Employer.

C. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit "B".

ARTICLE 24 - HEALTH, WELFARE, AND DENTAL PROGRAMS

A. The Employer will provide Health and Welfare coverage as outlined in the Sheet Metal Workers' health Plan of Southern California, Arizona, and Nevada Plan B Summary Plan Description (SPD), for all employees and dependents.

Article 24 (cont.)

B. For the term of this Agreement, the Employer shall pay the maximum premium of one-thousand two hundred and sixty-two dollars (\$1,262.00) for employee dependent coverage. The employees may be required to pay for any increased premium in excess of the premium rate established by the Trustees of the plan.

ARTICLE 25 - RETIREMENT PROGRAM

Effective April 17, 2017, the Employer agrees to contribute two dollars seventy-five cents (\$2.75) per hour to the Sheet Metal, Air, Rail, and Transportation Workers Local 88 Section 401-K Plan for the term of the Agreement for all employees, excluding temporary employees.

Effective January 1, 2018, the Employer agrees to contribute three dollars fifty cents (\$3.50) per hour to the Sheet Metal, Air, Rail, and Transportation Workers Local 88 Section 401-K Plan for the term of the Agreement for all employees, excluding temporary employees.

Effective January 1, 2019, the Employer agrees to contribute four dollars twenty-five cents (\$4.25) per hour to the Sheet Metal, Air, Rail, and Transportation Workers Local 88 Section 401-K Plan for the term of the Agreement for all employees, excluding temporary employees.

Effective January 1, 2020, the Employer agrees to contribute five dollars (\$5.00) per hour to the Sheet Metal, Air, Rail, and Transportation Workers Local 88 Section 401-K Plan for the term of the Agreement for all employees, excluding temporary employees.

ARTICLE 26 - DURATION

This Agreement shall be in full force and effect from January 1, 2017 through December 31, 2020, and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by December 31, 2020, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

ARTICLE 27 – JURY DUTY

Because we believe in good citizenship and jury duty is a vital part of that citizenship, when an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be paid one hundred percent (100%) of their regular salary for those hours for which absent from work during the regular workday or regular workweek up to a maximum of five (5) working days per summons, less fee or other compensation paid with respect to such jury duty. The employee will submit verification to the Employer for all hours and/or days spent on jury service. The employee will inform the court that service exceeding the aforementioned five (5) days would be a hardship on the Employer.

FOR THE EMPLOYER:
SMART Local 88

FOR THE UNION:
OPEIU Local 537

Byron K. Harvey
Business Manager
Financial Secretary-Treasurer

Jacqueline K. White-Brown
Business Manager

Date
JKW:dlf
OPEIU#537/afl-cio,clc

Date

EXHIBIT "A" WAGES

Effective January 1, 2017, a one percent (1%) wage increase for all current employees.

Effective January 1, 2018, a one percent (1%) wage increase for all current employees.

Effective January 1, 2019, a one percent (1%) wage increase for all current employees.

Effective January 1, 2020, a one percent (1%) wage increase for all current employees.

Classification	January 1, 2017	January 1, 2018	January 1, 2019	January 1, 2020
Entry Level	\$15.00	\$15.00	\$15.00	\$15.00
General Support 1	\$17.00	\$17.17	\$17.34	\$17.51
General Support 2	\$20.00	\$20.20	\$20.40	\$20.60
Secretary 1	\$23.00	\$23.23	\$23.46	\$23.69
Secretary 2	\$26.00	\$26.26	\$26.52	\$26.79
Administrative Assistant Bookkeeper Office Manager	\$30.00	\$30.30	\$30.60	\$30.91

It is understood that Entry level classification will not exceed a period of one (1) year.

General Support 1 is 0-3 years of employment with SMART Local 88 within the classification.

General Support 2 is 4+ years employment at SMART Local 88 within the classification.

Secretary 1 is 0-3 years' employment at SMART Local 88 within the classification.

Secretary 2 is 4+ years' employment at SMART Local 88 within the classification.

All employees must be able to perform the duties of all lower tier classifications and may be directed to do so without loss of pay.

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

TO:

I hereby authorize you as my Employer to deduct from my paycheck the following amount:
\$.25 _____ \$.50 _____ \$1.00 _____ other (check one),
_____ weekly _____ bi-weekly _____ monthly (check one).

This amount is to be forwarded to the OPEIU Local 537 Office for deposit with the Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 537 Voice of the Electorate (VOTE) Fund monies are to be used to make political contributions and expenditures in connection with Federal, State and Local elections; and that this voluntary authorization is in response to a joint fund-raising effort by Office and Professional Employees International Union and the AFL-CIO.

In the event my employer will not checkoff this amount from my paycheck, I pledge to forward such amount directly to the Voice of the Electorate (VOTE) Fund.

This authorization may be revoked by me at any time by written notice to my Employer and/or Office and Professional Employees International Union Local 537, AFL-CIO as applicable.

Signature

Print or type name

Home Address

City

State

Zip

Date

Witness

MAIL TO: VOICE OF THE ELECTORATE (VOTE)
c/o OPEIU LOCAL #537
3229 E. Foothill Blvd.
Pasadena, CA 91107

EXHIBIT "C" – EDUCATIONAL ASSISTANCE AGREEMENT FORM

Employee _____

Educational Institution _____

Course _____

Semester/Term _____

Tuition for this Course _____

Registration/Course Fees _____

Lab Fees _____

Textbook Cost _____

Reimbursement Schedule (as outlined in the Educational Assistance Program Policy).
Please note that there is a nine (9) credit maximum reimbursable limit per semester/term.

Letter Grade Received	Numeric Grade Received	Amount of Reimbursement
A Grade "B" or better	3.0 and above	100%

Business Manager

Date

This Agreement is made this _____ day of _____, _____
between the SMART Local 88 (hereinafter referred to as "SMART") and _____
(hereinafter referred to as "Employee").

SMART hereby agrees to pay for the Employee's continued education pursuant to SMART's Educational Assistance Program.

Upon the payment by SMART for the Employee's continued education pursuant to SMART's Educational Assistance Program, whether such payment be made to the education provider or as reimbursement paid to the Employee, the Employee agrees to pay SMART for all educational costs and expenses incurred by SMART in the event the Employee voluntarily terminates his or her employment with SMART within six (6) months after SMART has either paid the education provider or reimbursed the Employee for his or her costs incurred pursuant to the Educational Assistance Program. Employee hereby agrees that any payment that he or she is required to make pursuant to this Agreement to SMART shall be due and payable to SMART immediately upon the voluntary termination of the Employee's employment with SMART.

Both parties have read this Agreement, understand all of the terms contained herein, and hereby agree to all said terms.

SMART Local 88 Date

Employee Date

To be completed AFTER course is completed and received:

Actual Course Grade _____

Amount of Reimbursement based on above schedule _____

(Attach copy of grade report and receipts)

SUBMIT TO OFFICE MANAGER FOR REIMBURSEMENT