AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Sheet Metal and Air Conditioning
Apprenticeship and Journeyman Training
Fund of San Diego

August 1, 2019
to
July 31, 2022
AGREEMENT

This Agreement entered at San Diego, California, on November 18, 2019, by and between Sheet Metal and Air Conditioning Apprenticeship and Journeyman Training Fund of San Diego, hereinafter referred to as the Employer and the Office and Professional Employees International Union Local 537, hereinafter referred to as the Union, hereinafter designated as the Union.

WITNESSETH

In the interest of harmony, efficiency and uniformity, it is mutually agreed by and between the parties as follows:

ARTICLE 1 - RECOGNITION

Section 1.1. The Employer shall recognize the Union, for the purpose of collective bargaining, with respect to hours, wages and other terms and conditions of employment, as the sole and exclusive bargaining agent for all employees coming under this Agreement.

Section 1.2. The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer, and to promote and encourage harmonious relations between the Union and the Employer.

ARTICLE 2 - UNION SECURITY

Section 2.1. It shall be a condition of employment, that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on the effective date of this Agreement shall immediately after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union.

Section 2.2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the thirty-first (31st) day, following the beginning of such employment become and remain members in good standing in the Union.

A. For the purpose of determining membership in good standing, it is agreed that this shall be interpreted to mean the payment of an Initiation Fee and Regular Monthly Dues, and any other fees required by the Union's By-Laws.

B. Employees, who do not comply with the provisions of this Section, shall be discharged by the Employer upon request of the Union.

Section 2.3. The Union shall maintain an open and non-discriminatory list of employees available, and shall not discriminate in matters of referrals because of age, sex, race, color, creed, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964, and the California Fair Employment Practices Act.

Section 2.4. It is the intent of this Contract that the Employer will assure Local Union 537 of the opportunity to refer applicants for all job openings within forty-eight (48) hours.
**Section 2.5.** There shall be no discrimination by the Employer, in hiring, promotion, severance or Union membership because of age, sex, race, creed, color, ancestry, national origin or marital status as provided in Title 7 of the Civil Rights Act of 1964, and the California Fair Employment Practices Act.

**Section 2.6.** The Employer shall contact the Union when new or additional employees are needed.

**Section 2.7.** The Employer shall notify the Union in writing within forty-eight (48) hours after a new employee is put to work, giving his/her name, address, social security number, classification, rate of pay and date of hire.

**ARTICLE 3 - RIGHTS OF MANAGEMENT**

**Section 3.1.** The right to hire, promote, transfer or discharge, to maintain efficiency of the employees and to determine work schedules are management prerogatives, except that any grievance arising out of promotion, transfer or discharge shall be adjusted through the Grievance Procedure set forth in Article 13.

**Section 3.2.** The Employer retains the exclusive right to determine the competence and qualifications of the applicants who are referred and shall be free to select the applicant of his choice.

**Section 3.3.** The Employer, upon hiring each employee, shall make known to them the duties they are expected to perform, and from whom they are to receive their instructions. The Employer has the right to terminate, immediately, any employee for disclosure of any confidential matter relating to the Employer’s business, unless such disclosure is made in proper performance of the employee’s duties or if they involve themselves in the politics of the Employer.

**Section 3.4.** In the event of change in administration, the Employer has the sole selectivity of their Office Manager and/or private Secretary. However, every effort shall be made by the Employer, to retain any employee so displaced in comparable employment. Seniority shall prevail for any displaced employee.

**ARTICLE 4 - WORKING HOURS AND OVERTIME**

**Section 4.1.** The regular workweek shall be between the hours of 7:00 am and 6:00 pm. The employee’s designated starting time shall be the time to start work. The regular workweek shall be five (5) eight (8) hour days, Monday through Friday. All regular full-time employees shall be assigned to a regular schedule of hours that shall be forty (40) hours. The Employer, Employee and the Union may agree to establish a work shift that ends after 6:00 pm in the event a shift with a scheduled ending time later than 6:00 pm is established, then overtime for the affected employee will be payable only after the ending time of that established shift.

**Section 4.2.** Any work performed in excess of the regular workday or the regular workweek shall be considered as overtime and shall be paid at the one and one-half (1½) time rate except as provided in the sub-sections of this Section.

A. Work performed on Sundays, shall be paid for at two (2) times the regular hourly rate.
B. Any time worked on Holidays, hereinafter defined, shall be paid for at two (2) times the regular hourly rate, in addition to straight time allowed.

C. For all overtime hours worked in excess of three (3) hours in any one (1) day, Monday through Friday, inclusive, double (2) time will be paid.

D. When an employee is required to work overtime beyond 6:00 p.m., Monday through Friday, inclusive, the employee shall be allowed a dinner period not to exceed one (1) hour. Said dinner period shall be considered as overtime worked and be paid accordingly.

E. Employees called back, after their normal working hours have ended, shall be guaranteed a minimum of not less than two (2) hours' pay, at the double (2) time rate.

F. Any work performed on Saturday, in excess of seven (7) hours will be paid at the double (2) time rate of pay.

**Section 4.3.** Only authorized time shall be compensated.

**Section 4.4.** The lunch period shall be one (1) hour each day, between the hours of 11:00 a.m. and 2:00 p.m.

**Section 4.5.** All employees shall receive a mid-morning and a mid-afternoon rest period of fifteen (15) minutes each.

**Section 4.6.** All time paid in accordance with this Agreement, shall be considered as time worked for the purpose of Pension, Health and Welfare and Seniority, with the exception of annual sick leave payoff, vacation payoff and severance pay.

**ARTICLE 5 - WORKING CONDITIONS**

**Section 5.1.** Minimum wages and classifications shall be shown in Exhibit "A" attached hereto and hereby made a part of this Agreement.

**Section 5.2.** Nothing shall prevent the Employer from paying higher than the minimum herein set forth.

**Section 5.3.** It is understood and agreed that no employee coming under the jurisdiction of Local Union 537 already in the employ of the Employer, shall suffer any reduction in wages and/or conditions as a result of the signing of this Agreement.

**Section 5.4.** It is agreed that all employees shall be paid weekly. However, in the event payment of wages on a weekly basis works and undue hardship on the Employer, such as in the case of out-of-town Employers, employees may be paid semi-monthly.

**Section 5.5.** It is understood and agreed that in the event of the creation of a job classification or type of work not herein provided for, the Employer and the Union, shall meet and negotiate the rate of compensation and other conditions of employment, not overlooking the provisions contained in Article 6 - Technological Changes and Promotional Opportunities.

**Section 5.6.** Any employee working in two (2) classifications in any half (1/2) day shall receive the higher rate of pay for that full day.
Section 5.7. Any employee required by the Employer to work twenty (20) hours or less in one (1) week, shall be considered a part-time employee. Temporary and regular part-time employees working less than a full day shall be employed for not less than four (4) consecutive hours.

Section 5.8. Any employee who reports for work, at the Employers request, and is not put to work, on a regularly scheduled day-off, shall be guaranteed not less than four (4) hours’ pay.

Section 5.9. Any employee, who is required, by the Employer, during the course of employment to use the employee's motor vehicle or who is temporarily assigned to a work location other than the normal work location, shall be compensated for mileage and will be covered by an insurance rider to the Employer’s policy. Each Employer will receive notification of this Internal Revenue Service rate and any changes therein from Local 537, for the duration of this Agreement.

Section 5.10. No employee, covered by this Agreement, shall be compelled or allowed to enter into an individual contract or agreement with the Employer, varying any of the terms or conditions contained in this Agreement.

Section 5.11. Employer may use one special project/temporary part-time employee at trainee wage rates for short periods of time not to exceed three hundred (300) hours per year to cover unexpected workload or short-term projects. Union membership for this employee is optional until two hundred (200) hours within a six (6) month period are reached. On the day two hundred (200) hours in six (6) months is accumulated, the employee must comply with Article 2 - Union Security and will be considered a regular part-time employee with all the benefits and rights of that classification effective immediately.

Section 5.12. Any notarial fees required as a condition of employment shall be paid by the Employer.

ARTICLE 6 - TECHNOLOGICAL CHANGES AND PROMOTIONAL OPPORTUNITIES

Section 6.1. In the event of technological changes, over and above those currently in effect, which require the introduction of computers or other automated office machinery, in the local office of the Employer, the Employer agrees to discuss such changes with the Union Representative as much in advance of the effective date of such changes as possible, in compliance with Article 5, Section 5.5.

Section 6.2. An employee, who is awarded a new job through the operation of this Article, shall be on a ninety (90) day probationary period for said job. During that probationary period, the employee shall be returned to their former job if the employee is found, by the Employer, not to be qualified to perform the new job, if that job is still in existence.

Section 6.3. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 6.4. The Employer shall pay for tuition and books for classes taken by the employees for the purpose of learning and/or improving skills needed, due to technological advances in the office, the need for such classes being approved by the Employer.
ARTICLE 7 - VACATIONS

Section 7.1. Each employee, after having been in the employ of the Employer for a period of one (1) year, shall be entitled to vacation as set forth below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Vacation</th>
<th>vacation Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 4 years</td>
<td>Ten (10) days</td>
<td>15 days</td>
</tr>
<tr>
<td>5 – 12 years</td>
<td>Fifteen (15) days</td>
<td>22½ days</td>
</tr>
<tr>
<td>13 or more years</td>
<td>Twenty (20) days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

This vacation shall be earned on a pro-rata basis. Extra time off can be mutually arranged.

Section 7.2. In the event of termination, after three (3) months of employment, the employee shall be entitled to vacation pay pro-rated.

Section 7.3. The Employer may, at their option, require tentative vacation schedules to be posted on or before January 31st of each year. Two (2) or more employees shall not take vacations at the same time without the Employer’s approval.

Section 7.4. If circumstances prevent an employee from taking vacation during any given year, such employee shall be paid for all earned, but unused vacation for that year by the anniversary date of employment.

Section 7.5. Regular part-time employees shall be entitled to vacation with pay on a pro-rata basis.

Section 7.6. Employees shall receive earned vacation pay prior to starting their vacation.

ARTICLE 8 - LEAVE OF ABSENCE

Section 8.1. Sick Leave

A. Each employee shall earn sick leave at the rate of one (1) day per month. On the anniversary date of this Agreement, each employee shall be paid at the rate of fifty percent (50%) for any unused sick leave in excess of eight (8) days. Sick leave shall be earned before granted.

B. On the day on which an employee becomes eligible for Compensation or Disability Benefits, sick leave payments, as provided herein, shall be withheld pending a determination as to the amount of benefits due the employee. When such determination has been made, the employee will receive an amount of sick leave payments which, together with Compensation or Disability Benefits payments, will equal the regular straight time salary. The difference in pay will continue until the total accumulated sick leave, as transformed into a money equivalent, has been paid.

C. In the event, an employee has filed an application for Worker’s Compensation and is denied benefits, the earned sick leave time shall be used if available.
D. For sick leave of three (3) or more consecutive days, the Employer may require from the employee involved a statement from a medical doctor certifying the disability.

E. The Employer will grant leaves of absence for illness or injury in addition to normal sick leave. This leave will be without pay and shall be for such period as the Employer may grant. Requests for extended illness leave will be in writing and must be accompanied with medical certification of illness or injury.

F. Sick leave may be used to care for injured and ill children, spouse or parents in addition to the employees own injury or illness. Employee will give Employer at least forty-eight (48) hour notice for all medical/dental appointments, if at all possible.

G. Up to six (6) days of sick leave shall be granted as personal leave at a time mutually agreed upon between the Employer and the Employee. Requests shall be at least forty-eight (48) hours in advance of time taken.

H. Regular part-time employees shall be entitled to sick leave with pay on a pro rata basis on the 91st day of employment.

Section 8.2. Maternity Leave

Leaves for pregnancy shall be granted in accordance with the following formula:

A. An employee may continue in employment during pregnancy, provided she is able to satisfactorily and safely do so.

B. During maternity leave an employee shall be paid all accumulated sick leave in accordance with this Article.

C. Such employee must indicate in writing her desire to return to her former position upon termination of disability and must be ready and able to return to work not less than six (6) weeks no more than four (4) months after the birth of the child or within thirty (30) days in the event of miscarriage. An employee not conforming to this Section, except in the case of extended disability, confirmed in writing by a physician, shall lose all rights to seniority.

Section 8.3. Bereavement Leave

Paid bereavement leave shall be granted to all full-time employees, subject to the following limitations:

A. Employee's spouse or child (including adopted/and stepchildren) - Five (5) days.

B. Employee's parent, brother or sister - Three (3) days.

C. Grandparent, grandchild, spouse's parent, spouse's brother or sister, child's spouse - One (1) day.

Reasonable extra time off may be granted without pay.
Payment of bereavement leave is contingent upon employee attending the funeral, and the Employer may require proof of attendance.

**Section 8.4. Union Activity Leave**

A. Any employee who is elected or appointed to serve the Union in any labor activity necessitating a leave of absence shall be granted such leave, without pay, for a period of not more than ten (10) days but may be extended for a reasonable cause by mutual agreement between the Employer and the Union.

B. It is hereby agreed that no more than one (1) employee from each office shall be granted Union Activity Leave, at the same time, unless mutually agreed between the Employer.

**Section 8.5. Personal Leave**

Employees may request a personal leave of absence without pay of fringes. Such leave of absence must be submitted to and approved by the Employer. Seniority shall not accrue during such absence in excess of three (3) months.

**Section 8.6. Service and Seniority**

The continuous service and seniority status of an employee shall not be affected or interrupted as a result of absence described and set forth in this Article, except as outlined in Section 8.5.

**Section 8.7. Temporary Replacement**

The Employer may employ a temporary replacement for an employee on any authorized leave of absence.

**Section 8.8. Jury Duty**

Seniority will not be interrupted due to any leave for Jury Duty. Employees are not paid for time lost due to Jury Duty.

**ARTICLE 9 - HOLIDAYS**

**Section 9.1.** The following days are hereby designated as paid Holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Jr.*</td>
<td>Veterans’ Day</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td></td>
</tr>
</tbody>
</table>

*Effective August 1, 2020, Martin Luther King Jr. day will be observed instead of Good Friday in accordance with Sheet Metal Workers agreement.
Section 9.2. A. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday.

B. When Independence Day, Veterans Day, Christmas, or New Year's Day falls on a Saturday, the Friday before shall be considered a legal holiday.

Section 9.3. Holidays falling during an employee's vacation period shall entitle the employee to an additional day's vacation or an additional day's pay.

Section 9.4. In order to be eligible for holiday pay, any employee must have worked their last regularly scheduled day prior to and the first regularly scheduled day following the holiday. In case of absence, proper certification may be required to receive holiday pay.

A. A temporary employee, on the payroll of the Employer, shall be paid for a holiday after fifteen (15) days of employment. Temporary employees shall receive as holiday pay the amount the employee is normally paid.

B. A regular part-time employee shall be paid for a holiday, if the holiday falls within the employee's time regularly employed and shall receive as holiday pay the amount normally paid.

Section 9.5. In the event the Employer elects to close his office on any day/days or any part/parts thereof, to observe a holiday other than those listed above, or in "memoriam", the employee/employees shall be paid any lost time as a result of such closing.

ARTICLE 10 - SEVERANCE PAY

Section 10.1. Any employee of three (3) months' service or over who is laid off shall be given two (2) weeks' notice in writing, or two (2) weeks' pay in lieu thereof. Any employee shall forfeit any and all sick leave pay to which they would be otherwise entitled in the event the employee fails to give the Employer two (2) weeks' written notice of employee's intended resignation. This clause shall not apply when the discharge is for dishonesty or such misconduct that immediate action is necessary.

Section 10.2. In the event an employee's services are terminated, they shall receive all earned, but unused vacation pay and sick leave pay in addition to severance notice or pay.

Section 10.3. After three (3) months of employment, in the event of a death of any employee, their beneficiary shall receive all earned, but unused vacation and sick leave pay on a pro-rata basis.

ARTICLE 11 - SENIORITY

Section 11.1. Employees shall be considered probationary for a period of three (3) months, from the date of hire, during which period they shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated during this three (3) month period without any recourse whatsoever. Thereafter, seniority shall be effective as of the original date of hire.

Section 11.2. Seniority shall mean the length of continuous service with the same Employer. In laying off, rehiring and promotion, seniority shall prevail, provided efficiency and ability are equal.
Section 11.3. In the event of lay-off resulting in the reduction of the number of employees in any classification, the employee with the least seniority shall be laid off first. Such employee, in lieu of lay-off, may elect to bump to another classification, provided their seniority entitles them such bumping rights, over employees with less seniority.

Section 11.4. Such employee bumped by a senior employee as provided in the foregoing paragraph, shall be allowed to exercise their seniority rights in the same manner. An employee who exercises such rights will retain their own wage step status but will be paid the rate applicable to the classification. In cases where the employee has not held the job previously, such employee shall be entitled to bump employees in an equal or lower classification based upon seniority and qualifications.

Section 11.5. The Employer cannot arbitrarily lower the wage of an employee who continuously performs the same work at a wage that has been previously established for that work.

Section 11.6. Any employee who is laid off shall be recalled, when work is available, in accordance with such employee's seniority status. Such employee shall be notified, in writing, of the date to report for work which shall not be less than five (5) regular workdays after such notification is given; however, nothing shall prohibit such employee from reporting to work earlier, by agreement with the Employer.

Section 11.7. An employee shall lose all seniority rights in case of voluntary resignation, discharge for just cause or absence from work for a continuous period of more than one (1) year due to an injury or illness. An employee laid off shall be placed on the recall list for ninety (90) days, retaining prior seniority status.

ARTICLE 12 - DISCHARGE PROCEDURE

Section 12.1. The Employer retains the right to manage the office and direct the work force, including the right to hire, promote, transfer, suspend, discipline or discharge for just cause, in accordance with the provisions of this Agreement and subject to appeal under the grievance procedure herein established.

Section 12.2. For situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline system shall be established. Copies of all written warnings shall be emailed to the Union.

<table>
<thead>
<tr>
<th>First Warning</th>
<th>Oral (memorialized in writing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Warning</td>
<td>Written</td>
</tr>
<tr>
<td>Third Warning</td>
<td>Written and Termination</td>
</tr>
</tbody>
</table>

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1. In the event any dispute should arise as to the true interpretation of this Agreement, or in regard to the enforcement of its provisions by the parties signatory thereto, upon receiving written notification, the Business Representative or any other duly authorized official of the Union, shall meet with the Employer or his duly authorized representative in an effort to adjust the matter. Attorneys shall not be present for either party during the settlement of disputes.
Section 13.2. In case of discharge or suspension, the grievance must be filed in writing with the Union, by the employee, or the Employer within five (5) working days of discharge or suspension. All other grievances must be filed within five (5) working days after the grievance occurs or after the employee becomes aware of the occurrence.

Section 13.3. If a satisfactory adjustment of the grievance cannot be reached within five (5) working days, after the grievance is submitted, then the entire matter may be submitted in writing at the request of the Union or the Employer. The Employer and the Union can mutually agree that State or Federal Mediation Conciliation Services may be utilized to effectuate resolution of disputes at no cost to the parties prior to request to arbitrate.

Section 13.4. The parties agree to meet within ten (10) working days following receipt of the panel of Arbitrators to select the Arbitrator.

Section 13.5. The Arbitrator shall be selected from an odd numbered list, on a panel to be submitted by the parties. In the event, one (1) of the parties choose not to participate under this Article, the Arbitrator shall proceed ex-parte. The determination of the Arbitrator is final and binding upon the parties. The cost of the arbitration shall be equally shared by the Employer and the Union.

ARTICLE 14 - HEALTH AND WELFARE PLAN

Section 14.1. The Employer shall provide hospital, medical, dental, prescription, drug and vision insurance coverage established by the San Diego Teamsters Employers Insurance Trust when an employee works a minimum of seventy (70) hours in the previous calendar month.

Section 14.2. Effective August 1, 2019, the Employer agrees to pay up to one thousand five hundred seventy-five dollars ($1,575.00) to maintain this plan. Any additional cost will be paid for by the employee. Should the Health and Welfare cost be less than $1,575.00, there shall be no payout to the employee. Any amount incurred by the employee shall cease, should the cost be $1,575.00 or less.

Section 14.3. The parties hereby accept the terms of the existing Trust and any amendments to that Trust required to accomplish the provisions of this Collective Bargaining Agreement and those of other contributing employers and, by this acceptance, agree to and become parties to said Trust.

The parties hereto agree to accept and execute such “acceptance of trust documents” as may be required for participation in each Trust and such payments shall be made in accordance with the provisions uniformly established by the Joint Board of Trustees.

Section 14.4. Should the Employer have a plan equal or superior to that of the Union, they may provide coverage for their employees under that plan, upon the approval of the Union.

ARTICLE 15 - RETIREMENT

Section 15.1. The Union wishes to permit its members to participate in an Internal Revenue Code Section 401(a) Plan established by the Sheet Metal Workers #206, and signatory employers.

Section 15.2. Effective August 1, 2010, the Employer shall contribute a minimum of two dollars and eighty-five cents ($2.85) per compensable hour per employee in the bargaining unit to such plan.
Section 15.3. The Employer and the Union agree that either party may re-open this Article during the term of the Agreement for the purpose of changing the pension plan only. It is understood that this re-opener will not be for the purpose of increasing the pension contribution amount, but for changing the plan where contributions are remitted to.

ARTICLE 16 - SUBCONTRACTING

All work shall be performed on an hourly basis subject to the terms of this Agreement. No work shall be subcontracted for services to any non-union establishments.

ARTICLE 17 - CONTRACT MAINTENANCE

The Business Representative or other authorized Officer of the Union shall have the right to enter the premises of the Employer and contact employees with respect to this Agreement.

ARTICLE 18 - UNION LABEL

The Employer agrees that all correspondence and other material leaving the Employer’s office shall bear the Office and Professional Employees International Union Label. The Union Label shall be affixed as follows:

OPEIU #537 AFL-CIO

ARTICLE 19 – UNION OFFICE CARD

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

ARTICLE 20 - SAVINGS CLAUSE

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

ARTICLE 21 - OCCUPATIONAL SAFETY AND HEALTH

Employees required to operate Video Display Terminals at least fourteen (14) hours per week shall receive an ophthalmologic exam prior to being assigned to such job duties, and annually thereafter. The Employer shall have the right to determine the provider doctor. The cost of such exam up to a maximum of fifty dollars ($50.00) per employee per year will be paid by the Employer.

ARTICLE 22 - DEDUCTIONS

Upon receipt of authorization signed by the employee, the Employer shall deduct from the employee’s pay, initiation fees, three (3) equal installments, monthly dues and voluntary contributions to the OPEIU Voice of the Electorate (VOTE) attached as Exhibit “B”, payable that same month to the Union in an amount directed by the Union for the period specified, so long as the employee remains in the bargaining unit.
ARTICLE 23 - TERM

This Agreement shall be in full force and effect from August 1, 2019 through July 31, 2022 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) day written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by July 31, 2022, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until a successor agreement is negotiated.

FOR THE EMPLOYER:
Sheet Metal & Air Conditioning Apprenticeship & Journeyman Training Fund of San Diego

Chris Caricato
Training Director

Date

FOR THE UNION:
OPEIU Local 537

Lynnette J. Howard
Business Representative

Date
EXHIBIT "A" - WAGES

Section A.1. 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. 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.

<table>
<thead>
<tr>
<th>Classification</th>
<th>First 6 Months</th>
<th>Second 6 Months</th>
<th>After 2 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Hour</td>
<td>Per Week</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$24.37</td>
<td>$974.80</td>
<td>$25.11</td>
</tr>
</tbody>
</table>

Effective August 1, 2018, one dollar and fifteen cents ($1.15) per hour wage increase for all current employees. (Amount allocated to retirement shall be determined by the employees.)

Effective August 1, 2019, one dollar and fifteen cents ($1.15) per hour wage increase for all current employees. (Amount allocated to retirement shall be determined by the employees.)

Effective August 1, 2020, one dollar and fifteen cents ($1.15) per hour wage increase for all current employees. (Amount allocated to retirement shall be determined by the employees.)
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:

____ $0.25  ______ $0.50  ______ $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 check-off 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
JOB CLASSIFICATIONS

ADMINISTRATIVE ASSISTANT
Assists the Employer in the management of the office. One who has been designated by the Employer to manage the office.