





SMACNA & SMART ANNOUNCE AGREEMENT ON CREW COST METHOD FOR WAGE EQUALIZATION

Date: January 10, 2018

- To: SMACNA Members & Chapter Executives SMART Local Union Business Managers
- Cc: SMACNA Executive Committee, Board of Directors and Labor Committee SMART General Executive Council
- From: SMART General President Joseph Sellers Jr. SMACNA President Jack Knox Chair, SMACNA Labor Committee, Deborah Wyandt

Re: Crew Cost Method for Wage Equalization

SMART and SMACNA are pleased to announce that we have reached agreement on an additional method, "the crew cost method" that local bargaining parties may jointly agree to adopt to satisfy the requirements of Article VIII, Section 2 of the Standard Form of Union Agreement (SFUA), commonly referred to as "wage equalization" for fabrication. The benefits of the crew cost method are that this method relieves the administrative burden and challenges often associated with calculating wage equalization, and standardizes the comparison of fabrication costs between areas by incorporating ratios.

The Questions and Answers below explain the crew cost method and provides details for local areas on adopting and implementing wage equalization based on crew costs.

Q: What is the "Crew Cost Method" for Wage Equalization?

A: The crew cost method establishes a rate for every local area. The amount is calculated based upon a crew of 25 sheet metal workers, working under the allowable ratios of each area's collective bargaining agreement (CBA), multiplied by the wage and benefit rates for each classification, and divided by 25. This rate is the area's crew cost.

When material is prefabricated in an area with a crew cost that is lower than the area where the material is installed, the requirements of Article VIII, Section 2 may be satisfied by paying the crew cost differential between the two areas.

Q: Does the "Crew Cost Method" affect the way we compensate workers who are sent into another jurisdiction to perform jobsite work?

A: No. Workers sent to perform jobsite work in the jurisdiction of another local union shall continue to be paid as set forth in their current CBA. The Standard Form of Union Agreement (SFUA) provides that such workers will receive the higher of the two wage scales and CBA standards.

Q: Where can we find the calculated crew cost for my local area or other jurisdictions?

A: These rates will be posted for contractors on the labor relations portion of the SMACNA website at www.smacna.org and will be available to local unions on the SMART App.

Q: How do we verify our local crew cost calculation is accurate and up to date?

A: SMART International Representatives have worked with their assigned local unions to obtain the classifications, ratios and total packages for their assigned jurisdiction and provided that information to the SMART International Union, which developed a program to perform the calculations.

Joye Blanscett, SMACNA's Director of Labor Relations, is in the process of cross-checking the local ratio calculations provided by SMART with local collective bargaining agreements and reaching out to SMACNA Chapter Executives to confirm the accuracy of the calculation for their areas. It is imperative for all SMACNA Chapter Executives to advise SMACNA if the calculated crew cost for their local area is correct. If no confirmation is provided by a SMACNA Chapter Executive, it will be presumed that the calculation on hand for a local area is correct.

It is likewise important for all SMACNA Chapter Executives and SMART Local Unions to make sure that their calculated crew cost is updated whenever there is an increase or change to the total package for the area or the ratios and classifications set forth in the CBA. This program underscores the importance of ensuring that SMACNA National and SMART International have current copies of all local collective bargaining agreements (CBAs) and wage sheets that detail the distribution of total package increases or changes and that local unions input new or updated wage sheets in SMARTBase.

Q: Are all SMART Local Unions and SMACNA Chapters required to adopt the crew cost methodology for wage equalization?

A: While SMART and SMACNA believe the crew cost method is a suitable method to satisfy the wage equalization requirements under the SFUA, SMART Local Unions and SMACNA Chapters are not required to adopt the crew cost method. Local labor and management parties to a local CBA may **voluntarily and jointly agree** to adopt the crew cost method for wage equalization. One party to the CBA cannot impose the method without the agreement of the other, nor will SMACNA and SMART impose the method upon a local party to a CBA that objects to it. Local areas that do not adopt the crew cost methodology will be bound to the wage equalization methods set forth in their current CBA.

Q: Do local areas have to wait for contract expiration to adopt the crew cost methodology for wage equalization?

A: No, local parties can modify their current CBAs to adopt the crew cost method at any time during the contract term, so long as both labor and management parties to the CBA agree to do so.

Q: If labor and management parties to a local CBA would jointly like to adopt the crew cost method for wage equalization, how do we do that?

A: SMACNA and SMART have prepared Memoranda of Understanding (MOU) that local bargaining parties who choose to implement this method must use. Copies of those MOU are appended to this notification.

The MOU must be negotiated and signed by the local bargaining parties; it cannot be implemented unilaterally by either labor or management. SMACNA Chapters may agree with the SMART Local Union to adopt a MOU for those employers for which they hold bargaining rights. Contractors may negotiate independently with a SMART Local Union to adopt the crew cost method.

Q: Can contractors pool wage equalization money among all of their SMART shop employees?

A: There are two versions of the MOU; one version, the "Pooling" MOU allows for the use of pooling, or distributing the wage equalization amounts owed across all employees that worked in the shop during the time when the material was fabricated, but may not have worked on the particular material that was subject to wage equalization.

The "Non-Pooling" version of the MOU is nearly identical, except it does NOT provide for the pooling of wage equalization money. Under this MOU, only the employees who performed the particular fabrication are paid the wage equalization money for that project. Contractors who agree upon the pooling method with the SMART Local Union shall submit the attached Form 5, "Wage Equalization and Pooling Report" to the fabrication and installing local unions.

Local bargaining parties who agree to adopt the crew cost method must jointly agree to adopt either the "Pooling" or "Non-Pooling" version of the MOU.

Q: If our local area agrees to adopt the crew cost method and the "Pooling" version of the MOU, are ALL contractors in the multi-employer unit required to "pool" wage equalization money?

A: No. If the local parties to a CBA agree to adopt the "Pooling" version of the MOU, individual employer/fabricators may choose whether they will pool wage equalization money or will pay the individuals who actually perform the particular fabrication in question.

The SMACNA Chapter and SMART Local Union will ask contractors that choose to "pool" to individually sign off on the "Pooling" MOU to reflect their individual decision.

A contractor/fabricator's choice on pooling shall remain in effect until contract expiration. At that time, the contractor/fabricator may notify the Chapter and Local Union that they intend to change their "pooling" preference. If no notification is provided, the initial selection shall carry forward for the term of the next CBA.

Q: Can our local area modify the MOUs provided by SMART and SMACNA?

A: SMACNA and SMART view the MOUs as a "package of conditions" that must be adopted in its entirety. No modifications to the MOU are permitted without the prior approval of SMART International and SMACNA National.

Q: What if a contractor's actual crew cost exceeds the crew cost differential between the fabricating and job site local because the job required higher level (for example, all journey person) skills?

A: The MOUs state that a contractor that has adopted the MOU may provide evidence that its actual crew cost is greater than the published crew cost. This is referred to as the "Classification and Ratio Method". To use the classification and ratio method on a particular job, the contractor is required to provide **notice** (using the attached Form 1) to both the fabrication and job site Business Managers 7 days prior to the start of fabrication for that project, that they will be using the classification and ratio method, rather than the crew cost method for the project. Contractors who use this method must keep records of actual wage equalization paid using the attached Forms 2.0 - 2.4.

Q: Are there any situations in which it is appropriate for a contractor to request a waiver from wage equalization requirements contained in the MOUs?

A: Yes. The attached Form 4 is an "Application for Waiver of Equalization Requirements for Fabrication/Resolution 78." Contractors must provide the rationale for a waiver to the fabrication and installation area Business Managers prior to the start of fabrication. **Both** Business Managers **must agree** that a waiver of equalization requirements is appropriate. Examples of situations that warrant consideration may include, but are not limited to instances in which there are no other union contractors bidding the fabrication in question, when the work is not Article 1 covered work, when the installation area Local Union has offered Resolution 78 relief on the fabrication, etc.

Q: How are crew cost wage equalization grievances handled under the terms of the MOU?

A: The MOU provides that the Standard Form of Union Agreement (SFUA) Local Joint Adjustment Board (LJAB) step of the grievance procedure shall be bypassed in the case of a grievance against an out of area contractor who is not signatory to any CBA with the grieving Local Union. In such instances, grievances will proceed directly to a Panel Hearing under the terms of the local CBA. The exception to skipping the LJAB shall be for "Intra-Local" grievances related to a contractor fabricating work for installation in another CBA jurisdiction of the contractor's home Local Union. Local parties to an "Intra-Local" LJAB may, however, jointly agree to eliminate the LJAB step for Intra-Local grievances.

Q: What type of education will be offered to contractors and Local Unions that are using the crew cost method for wage equalization?

A: SMACNA will conduct a webinar or other distance learning training program for its members and will post it on the labor relations portion of www.smacna.org.

SMART will conduct training classes at upcoming conferences, along with one-on-one instruction from International Representatives.

- Q: Where do we obtain the forms referenced for crew cost wage equalization?
- A: These forms are provided in an Excel workbook and will be available for download from SMACNA's and SMART's websites.
- Q: Whom do we contact with questions or to obtain more information on the crew cost method for wage equalization?
- A: SMACNA members and Chapters should contact SMACNA's Labor Relations Staff. SMART Local Union representatives should contact their International Representative.

Jack Knox, SMACNA

Deborah Wyandt, SMACM

Joseph Sellers Jr., SMART

January 10, 2018

Date





MEMORANDUM OF UNDERSTANDING BETWEEN SMART AND SMACNA FOR LOCAL AREAS ADOPTING THE CREW COST METHOD OF WAGE EQUALIZATION (POOLING VERSION)

This Memorandum of Understanding (MOU) regarding the alternative Crew Cost Method of satisfying wage equalization was developed and agreed upon by and between the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) for adoption by those local bargaining parties that jointly agree to incorporate the crew cost methodology for wage equalization into their local collective bargaining agreements (CBAs). The MOU was drafted to be responsive to individual and joint interests identified by SMACNA and SMART. SMACNA and SMART view the MOU as a "package" of conditions and it is intended that those local bargaining parties who jointly agree to adopt crew cost methodology will adopt the language of this MOU as written, in its entirety. Any local amendment to this MOU must be approved by both SMART and SMACNA prior to adoption. This MOU, and the Crew Cost Method of Wage Equalization, apply only to fabrication and/or assembly of material in a different collective bargaining area than where it will be erected and/or installed. It does not apply to travel pay or change those requirements.

In establishing this MOU, neither SMART, nor SMACNA, has acted as the bargaining representative of any entity that may adopt it. Furthermore, neither SMART nor SMACNA shall be deemed to be a party to any such local area agreement including this MOU.

*It is understood by SMACNA and SMART that a SMACNA chapter may adopt the crew cost methodology on behalf of the Employers for which it holds bargaining rights. Employers bargaining independently of the multi-employer unit may individually agree with their home local union to adopt this MOU.

- 1) The requirements of Article VIII, Section 2 of the Standard Form of Union Agreement (SFUA), commonly referred to as 'wage equalization,' may be satisfied by an Employer * following the Crew Cost Method. Such Employer may opt out of the crew cost method from time to time and use the Classification and Ratio Method (the Classification and Ratio Method is defined in #5 below), provided that an Employer seeking to rely on the Classification and Ratio Method must provide notification prior to the start of fabrication to both the fabrication and job site local business managers. [FORM 1] This form must be sent not less than seven (7) business days prior to the established fabrication start date. Payment of wage equalization shall be made within 7 days after weekly payroll when the material was fabricated.
- 2) The crew cost for each collective bargaining area will be calculated, agreed to and published by SMART and SMACNA and confirmed by the local bargaining parties.

- 3) The crew cost is calculated by averaging the hourly wage and all contractual benefits for 25 sheet metal workers, including all classifications in the maximum allowable ratios. The wage and benefit rates along with the ratios shall be based on the conditions contained in the area's collective bargaining agreement used for calculating the crew cost rate in item (2).
- 4) For material covered by Article I of the SFUA, fabricated and/or assembled in one collective bargaining area for erection and/or installation within another collective bargaining area that has a higher crew cost, an Employer satisfies its obligations under Article VIII, Section 2 by paying the differential in the crew costs to all the employees that worked in the shop on said project of the Employer. (FORM 3)
- 5) An Employer may provide evidence that its actual crew cost is greater than the published crew cost. In such a case, the Employer's obligation under Article VIII, Section 2 is to pay the difference, if any, between the classifications and ratios it actually used in fabricating and/or assembling the material, and the classifications and ratios that would be allowed for the same number of employees in the erection and/or installation area. (FORM 2) This Classifications when determining if a difference exists. Example: If the job site area agreement does not have a classified worker classification, and the fabricating Employer has adopted this MOU and uses a classified worker in fabricating the material, the classified worker's wage scale is compared to a journeyman's wage scale in the job site area.
- 6) An Employer must maintain a record of wage equalization amounts due in the attached report **(FORM 3)** and supply a copy to both the fabrication and installation locals upon request.
- 7) An Employer may seek a waiver of the requirements of Article VIII, Section 2, by submitting a request in the attached form (FORM 4) to the business managers of both the collective bargaining areas where the equalized material will be fabricated and/or assembled and where the material will be erected and/or installed. Both business managers must agree to the waiver for the requirements to be waived.
- 8) This MOU does not alter what material is subject to, or exempted from, the wage equalization requirements under the SFUA or local agreement or addenda to the SFUA.
- 9) Crew cost method grievances alleging a violation of Article VIII, Section 2 of the SFUA and this MOU against an out-of-area Employer (except for Intra-Local), as defined in Article X, Section 3 of the SFUA, shall bypass the Local Joint Adjustment Board (LJAB) and shall be heard in the first instance by a Panel as described in Article X, Section 3 of the SFUA. If there is neither a unanimous decision by the Panel nor a settlement, such grievances may be appealed jointly or by either party to the National Joint Adjustment Board (NJAB) as described in Article X, Section 4 of the SFUA.
- 10) An Employer that has adopted this MOU can "pool" wage equalization money. An Employer utilizing pooling must do so on all projects, and cannot alternate between pooling on certain projects and not others. By pooling, the Employer pays an amount to all employees working in the shop where the equalized material was fabricated, and not only those employees that worked on the equalized material. The pooling amounts will be allocated based upon the employees' hours worked, and weighted based upon their classification. Payments shall be made within 7 days after weekly payroll. (FORM 5). Following local adoption of the MOU, the local union, SMACNA chapter, and/or individual contractors will work together to develop a list of those

contractors that choose to pay wage equalization amounts via the pooling method. Each contractor engaged in pooling shall sign the attachment "A". That election shall remain the equalization method through expiration of the local collective bargaining agreement (CBA) and shall carry over during the duration of the new CBA, unless notification of a change is provided to the local union within 30 days of the effective date of the new CBA.

- 11) An Employer utilizing pooling must record payments made in the attached report (**FORM 5**) and supply a signed copy to both the fabrication and installation local business managers upon request.
- 12) The election of the crew cost method of wage equalization shall remain the equalization method through expiration of the local collective bargaining agreement (CBA) and shall carry over during the duration of the new CBA, unless notification of a change is provided by either party within 30 days of the effective date of the new CBA.

Agreed to on behalf of the Employer(s)

Agreed to on behalf of SMART Local _____

Employer or Chapter Representative

SMART Local Business Manager

Date





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- 5) An Employer may provide evidence that its actual crew cost is greater than the published crew cost. In such a case, the Employer's obligation under Article VIII, Section 2 is to pay the difference, if any, between the classifications and ratios it actually used in fabricating and/or assembling the material, and the classifications and ratios that would be allowed for the same number of employees in the erection and/or installation area. (FORM 2) This Classifications when determining if a difference exists. Example: If the job site area agreement does not have a classified worker classification, and the fabricating Employer has adopted this MOU and uses a classified worker in fabricating the material, the classified worker's wage scale is compared to a journeyman's wage scale in the job site area.
- 6) An Employer must maintain a record of wage equalization amounts due in the attached report **(FORM 3)** and supply a copy to both the fabrication and installation locals upon request.
- 7) An Employer may seek a waiver of the requirements of Article VIII, Section 2, by submitting a request in the attached form (FORM 4) to the business managers of both the collective bargaining areas where the equalized material will be fabricated and/or assembled and where the material will be erected and/or installed. Both business managers must agree to the waiver for the requirements to be waived.
- 8) This MOU does not alter what material is subject to, or exempted from, the wage equalization requirements under the SFUA or local agreement or addenda to the SFUA.
- 9) Crew cost method grievances alleging a violation of Article VIII, Section 2 of the SFUA and this MOU

against an out-of-area Employer (except for Intra-Local), as defined in Article X, Section 3 of the SFUA, shall bypass the Local Joint Adjustment Board (LJAB) and shall be heard in the first instance by a Panel as described in Article X, Section 3 of the SFUA. If there is neither a unanimous decision by the Panel nor a settlement, such grievances may be appealed jointly or by either party to the National Joint Adjustment Board (NJAB) as described in Article X, Section 4 of the SFUA.

10) The election of the crew cost method of wage equalization shall remain the equalization method through expiration of the local collective bargaining agreement (CBA) and shall carry over during the duration of the new CBA, unless notification of a change is provided by either party within 30 days of the effective date of the new CBA.

Agreed to on behalf of the Employer(s)

Agreed to on behalf of SMART Local _____

Employer or Chapter Representative

SMART Local Business Manager

Date

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	to both the Fabrication and Ins ne fabrication for this project, f				nd Ratio type of equalization be	used. Form 2
		State Date	to	Type of work: HVAC Architectural Industrial		
Signed:						
Employer		Date:				
Jobsite Local Business N	lanager	Date:				
Fabrication Local Busine	ess Manager	Date:				FORM 1



WAGE EQUALIZATION CLASSIFICATION TO RATIO REPORT



Employers who seek to show that wage equalization amount owed pursuant to Article VIII Section 2 of the SFUA is less then the differential between the actual Classification to Classification and ratios of the installing area must use this report. It is the responsibility of the fabricator to acquire the rates and ratios for the installing local CBA.

Fabrication locals that have classification not recognized by the installing local must match up classifications per the installing locals ratios. IE: fabricating local uses 2 journeyperson 1 apprentices and 1 classified. The ratio for the installing local is 3 journeyperson to 1 apprentices. Therefore the fabricating local would have to match the ratio of the installing local which doesn't recognize classified workers.

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Apprentice	0	\$-	\$-	\$-	0	\$-	0	\$-			
Classified	0	\$-	\$-	\$-	0	\$-	0	\$-			
Grand Total (All Classifications)	0	\$-	\$-	\$-	0	\$-	0	\$ -			



WAGE EQUALIZATION CLASSIFICATION TO RATIO REPORT JOURNEYPERSON SUMMARY



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WAGE EQUALIZATION CLASSIFICATION TO RATIO REPORT APPRENTICE SUMMARY



Employers who seek to show that wage equalization amount owed pursuant to Article VIII Section 2 of the SFUA is less then the differential between the actual Classification to Classification and ratios of the installing area must use this report. It is the responsibility of the fabricator to acquire the rates and ratios for the installing local CBA.

Fabrication locals that have classification not recognized by the installing local must match up classifications per the installing locals ratios. IE: fabricating local uses 2 journeyperson 1 apprentices and 1 classified. The ratio for the installing local is 3 journeyperson to 1 apprentices. Therefore the fabricating local would have to match the ratio of the installing local which doesn't recognize classified workers.

Employer													
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Name	Classification	CBA / Wage Fringe	Actual wages Paid	CBA/ Wage Fringe	CBA Ratio	Di	ifferential owed	Hours worked Equalization Due			Employees Initials	Date	
Total of ALL Sheets	0	\$-	\$-	\$-		\$	-	0	\$	-			
SAMPLE: John Doe	Apprentice	\$ 30.00	\$ -	\$ 35.00	1	\$	5.00	20	\$	100.00			
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WAGE EQUALIZATION CLASSIFICATION TO RATIO REPORT CLASSIFIED SUMMARY



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Install Local No. / Area				I declare under	Title: Date: I declare under penalty of perjury that the foregoing is true and correct.								
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Name	Classification	CBA / Wage Fringe	Actual wages Paid	CBA/ Wage Fringe	BA/ Wage Fringe CBA Ratio Differential owed H			Hours worked Equalization Due			Employees Initials	Date	
Total of ALL Sheets	0	\$-	\$-	\$-		\$	-	0	\$	-			
SAMPLE: John Doe	Classified	\$ 28.00	\$ -	\$ 35.00	1	\$	7.00	20	\$	140.00			
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WAGE EQUALIZATION VERIFICATION REPORT



This Report should be used by Employers to verify hours worked and wage equalization amounts owed pursuant to Article VIII, Section 2. The Employer may be asked to provide additional records to verify hours worked and provide payroll records to verify amounts due were paid. If both the employer and the union have executed the pooling addendum then this Report Form 3 would accompany Report Form 5 Pooling of Equalization Verification.

Employer Payroll Period Endi Fabrication Local N Fabrication Crew C Projects in Payroll I	lo. / Area cost		Nome		Invoice No.	Title:	Signature:			Date:	Differential	Ha	ur <u>s</u>	Faus	lization Due	
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Last Name		Employee No.	Classification	0	0	0	0	0	0	0	0	0	0	Hours	Due	Employees Signature
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	APPLICATION FOR WAIVER OF EC	QUALIZATION REQUIREN RESOLUTION 78	IENTS FOR FABRICA	TION	
	d signed off by both t he fabrication and insta quirements be waived on the designated proj			of the fabrication. I am requestir	ig that
Name of Employer: Address : Contact person: Phone Number: Email: Home Local: Jobsite Local Union: Jobsite Name: Jobsite Address:	// 20 ompletion date:	toCompletion Date	Type of work: HVAC Architectural Industrial	Specialty Auto Industry Other (write in)	
Signed:					
Employer	Date:				
Jobsite Local Business Manager	Date:				
Fabrication Local Business Mana	ger Date:				FORM 4

SHEET METAL | AIR | RAIL | TRANSPORTATION



WAGE EQUALIZATION POOLING REPORT



The Employer sl This form shall k A weighting fact The weighting fa Journeyman (ind Apprentices (ind	hall prepare this for oe initialed by all en tor is applied to allo actors are: cludes all levels of f cludes all stages of	rm weekly and make mployees listed to ve	e available to both the fabr erify hours and amounts du ntage of the amount owed 1009 e-apprentices): 65%	rication and insta ue were paid. I to the journeyp %	ed pursuant to Article VIII, Section 2 of Iling local unions. erson versus Apprentice versus Classif		this form.	
	Employer			Employer	s Signature:			
Payrol	ll Period Ending							
				Title:	under penalty of perjury that the fo	Date:	l compost	
	Wage Equalizati	ion Amount Due:	<u>\$</u> -	i deciare	under penalty of perjury that the jo	regoing is true and	i correct.	
			Shop Hours Worked		Employee's Percentage of			
Empl	oyees		by Employee in	Weighted	Weighted Shop Hours in Payroll	Amount Due	Employees	
Last Name	, First Name	Classification	Payroll Period	Hours	Period	Each Employee	Initials	Date
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