

Standard Form of Union Agreement between Anchorage
Sheet Metal Workers Local 23 and Alaska Mechanical Contractors Association

STANDARD FORM OF UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING AND
AIR CONDITIONING
CONTRACTING DIVISIONS OF THE
CONSTRUCTION INDUSTRY

Agreement entered into this 28th Day of July, 2022, by and between the ALASKA MECHANICAL CONTRACTORS' ASSOCIATION, INC., of Anchorage, Alaska, hereinafter, referred to as the Employer and LOCAL UNION NO. 23 OF THE INTERNATIONAL ASSOCIATION of SHEET METAL, AIR, RAIL and TRANSPORTATION WORKERS, hereinafter, referred to as the Union for all Alaska, South of the sixty-third parallel.

ARTICLE I
JURISDICTIONAL CLAIMS

This agreement covers the rates of pay, rules and working conditions of all employees of the employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor, exhaust systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) architectural sheet metal (g) service and refrigeration and (h) all other work included in the jurisdiction claims of Sheet Metal Workers' International Association.

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**ARTICLE II
SUB-CONTRACTING**

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, sub contractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

**ARTICLE III
EMPLOYER RESPONSIBILITY**

The Employer agrees that none but journeyman, apprentice, and pre-apprentice Sheet Metal Workers and other classified employees shall be employed on any work described in Article I. For the purpose of proving jurisdiction, the Employer agrees to provide the Union with written evidence of assignment on the employer's letterhead, for certain specified items of work to be performed at a job site, prior to commencement of work at the site. A list of such specific items, which may be revised from time to time, will be provided to the Employer.

**ARTICLE IV
UNION RESPONSIBILITY**

The Union agrees to furnish upon request by the Employer, duly qualified journeyman, apprentice and pre-apprentice sheet metal workers and other classified employees in sufficient numbers as may be necessary to properly execute work contracted for by

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the Employer in the matter and under the conditions specified in this Agreement.

ADDENDUM
(ARTICLE V, SECTION 1) AUTHORIZED STRIKES
STEWARDS CLAUSE

AUTHORIZED STRIKE: It shall not be considered a violation of this Agreement for the Union to refuse to dispatch, or the Employee to refuse to cross any legal and authorized picket line established by the Building and Construction Trades Council and/ or the Local Central Labor Council, and the failure to or refusal of any Employee to cross such a legal and authorized picket line shall not subject such Employee to discharge or discipline in any manner whatsoever imposed upon either the Union and/ or any journeyman or apprentice sheet metal worker respecting such picket lines. No pay will be due an Employee for non-working time.

STEWARDS CLAUSE:

(a.) Stewards shall be assigned to each contractor and will be done with mutual consent of the Business Manager or Business Representative and a contractor's appointed representative. A steward shall be a working employee, selected from the contractor's current workforce, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties that cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employers shall notify the Union, in writing, of its intention to layoff or discharge the steward. This notification shall be made two (2) working days, exclusive of Saturdays, Sundays and Holidays prior to such termination. In no event, shall any Employer discriminate against a steward or lay him off or discharge him on account of any action taken by him in the proper performance of his Union duties. The steward shall be familiar with the current Agreement between the Union and the Employer.

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(b.) The steward shall only receive grievances or disputes from Employees of his own craft. He shall then report them directly to his Business Representative who shall then attempt to adjust said grievances or the dispute in question with the Employer.

(c.) The Union Business Representative shall have access to all jobs and all shops at all times during working hours.

ARTICLE V UNION SECURITY

SECTION 1. The Employer agrees to require, membership in the Union, as a condition of continued employment, of all employees performing any of the work specified in Article I of this Agreement, within eight (8) working days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to all employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership; such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The Provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and endorsement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

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SECTION 4. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

**ARTICLE VI
STARTING AND QUITTING TIME
HOLIDAYS AND SHIFT WORK**

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 2 and section 4, of this Article, all work performed outside the regular working hours and performed during the

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regular work week, shall be at one and a half times the regular rate, with the exception of Holidays which will be paid at two (2) times the hourly rate. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. All Employees shall be entitled to one half ($\frac{1}{2}$) hour duty free lunch and (1) fifteen minute duty free break during each workday, or pay and benefits for the amount of duty free lunch/break time missed.

**ADDENDUM
(ARTICLE VI, SECTION 1)**

(a.) For the convenience of either party, regular starting and/or stopping time may be changed by mutual agreement between the union and the contractor, i.e. Four consecutive 10-hour days may be worked, Monday through Friday at the regular rate of pay. Upon agreement of the 4-10 schedule it is understood that after eight (8) hours of the ten (10) hour workday, one (1) additional fifteen (15) minute duty-free break will be entitled during each workday.

(b.) The overtime rate for maintenance and repair work shall be at the rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate. The exception to this shall be Holidays, which will be paid at two (2) times the regular hourly rate.

(c.) On jobs where workmen are required to work from trusses, any scaffolds, ladders, bosun chairs, planks, stacks or towers at a distance of fifty (50) feet or more from the ground, floor or roof, they shall be paid a premium wage of 10% above the employee's regular basic rate. There shall be a minimum of one (1) hour; otherwise the Employee will be paid for actual time worked. If temporary scaffolding or flooring over shaft openings have any spaces, except protected man access openings that a workman could fall through, the fifty (50) foot provision will apply.

(d.) No Employee shall suffer any loss of pay on the day an injury occurs while going to a Doctor for any emergency treatment of any injury requiring other than first-aid treatment, occurring in the shop or on the job. Future treatments required

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by the Doctor, caused by such injury, shall not exceed one visit with pay for two (2) hours. The Employer agrees to furnish to the Union Hall, a copy of any workmen's compensation claim, filed by a member of this Union.

SECTION 2. HOLIDAYS: New Year Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans Day, Alaska Day (to be observed the day after Labor Day), although Alaska Day may by mutual agreement between the Employer and employees, be taken the Friday prior to Labor Day weekend. The Tuesday after Labor Day then becomes a regular time day for those employees who observe Alaska Day on the Friday before Labor Day, and Christmas Day, shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular rate. If a recognized holiday falls on a Saturday, the previous Friday will be observed as a holiday. If a recognized holiday falls on a Sunday the following Monday will be observed as the holiday.

SECTION 3. PREFERENCE OF OVERTIME: It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local Union in advance of scheduling such work. Preference for overtime and holiday work shall be given to workers on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. SHIFT WORK and the pay and conditions therefore shall be only as provided in the Addendum to Article VI included below.

**ADDENDUM
(ARTICLE VI, SECTION 4)
SHIFT WORK**

(a.) The UNION OFFICE shall be notified when shift work is being scheduled.

(b.) SHIFT WORK For the purposes of establishing shifts, the regularly established starting time of the day shift shall be recog-

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nized as the beginning of the twenty-four workday. Employees shall have at least an eight (8) hour break between shifts.

(c.) Before there can be a second or third shift in the shop or on the job site, there must be preceding shift or shifts.

(d.) Where a SECOND SHIFT is scheduled, the shift shall be established on a seven and one-half (7 ½) hour basis, being paid for eight (8) hours. The Third Shift shall be established on a seven (7) hours basis, being paid for eight (8) hours.

(e.) Work on occupied premises only, where a first shift cannot be worked, or the scheduling of shifts will be erratic to comply with the customers requirements, the employer may, upon notification to with the Union, establish the starting and quitting time in accordance with the job requirements with no shift pay differential. Under this provision, the employee shall be guaranteed an (8) hours.

ARTICLE VII TRANSPORTATION SUBSISTENCE AND TRAVEL TIME REST AND RECREATION

SECTION 1. When employed in a shop or on a job within sixty (60) road miles from the Anchorage 5th avenue mall Post Office, which shall be a Free Zone, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such jobs back to the limits specified in Section 1 of this Article which will assure arrival at such limits at

quitting time. As an alternative to the foregoing method, travel expense may be paid as provided in the Addendum to Article VII included below.

**ADDENDUM
(ARTICLE VII, SECTION 2)**

(a.) FOR JOBS LOCATED WITHIN 60 ROAD MILES OF the Anchorage 5th avenue mall post office, there shall be a free zone consisting of sixty (60) road miles from the Post Office, for jobs located beyond sixty (60) road miles, an employee shall be reimbursed at the rate of seventy cents (\$.70) per mile one way starting at sixty (60) miles using their own conveyance reporting for work as per Article VI, Section 1, of the Standard form of Union Agreement. It shall be the employer's option if the job is located beyond the sixty (60) road miles, to furnish transportation and pay travel time as set forth in this paragraph, or to furnish room and board in a construction camp or subsistence.

(b.) Employees whose PERMANENT RESIDENCE has been in an area at least ninety (90) days and who live within a twenty-five (25) mile radius of a job, shall be considered a local resident and the same zone system shall apply with the main Post Office of the town in which they live being the focal point.

(c.) For BONA FIDE SHOPS LOCATED IN CITIES OTHER THAN ANCHORAGE, the same zone systems shall apply with the main post office being the focal point.

(d.) For purposes of this Agreement, a BONA FIDE SHOP shall be one equipped with a minimum of forming, shearing and seaming equipment that is actively fabricating, and one that does local bidding in the area.

(e.) AN EMPLOYEE SENT OUT OF TOWN beyond the limits of the sixty (60) road miles where no construction camp is established shall be furnished first class room and board or subsistence. This subsistence allowance shall be at the rate of \$75.00 per day and the employee shall be paid subsistence on a seven-day basis if they work the entire scheduled work

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week. If there is no construction campsite established and the employer provides housing plus a stipend for living allowance, such allowance shall be \$50.00 per day for each employee while employed at the jobsite. In the event that the above amounts are obviously inadequate for a certain area, the Union and the Contractor involved will negotiate a reasonable amount.

(f.) WHERE A CAMP IS ESTABLISHED, the Employer will provide safe and lawful transportation from the camp to the job site and return. The employee will travel to and from the job site on their own time.

(g.) WHERE A CONSTRUCTION CAMP IS PROVIDED and when agreed upon by the employer, the employee has the option to live in or outside the camp. When the employee chooses to live outside the camp, they will receive full benefit of subsistence (\$75.00 PER DAY). Subsistence, in this instance, shall not be in excess of the Employer's camp rate.

(h.) EMPLOYEES IN CAMP shall enjoy rights and privileges to camp facilities and services equal to any other craft in said camp.

(i.) FOR JOBS LOCATED BEYOND THE SIXTY (60) ROAD MILES, employees shall be furnished transportation and straight time wages for actual time spent in travel status to the job site and return to point of hire. This travel and standby time shall be limited to eight (8) hours per day for the first five (5) days of each seven (7) days spent in travel status, either from the date of hire or return to the point of hire.

(j.) TRANSPORTATION FURNISHED BY THE EMPLOYER shall be safe, lawful, protected from the elements and in reasonable comfort. Aircraft transportation when not done by commercial airline shall be in aircraft certified and maintained according to F.A.A. Standards, flown by pilots properly certificated and holding the proper current aeronautical rating. It shall be the Employer's responsibility to maintain effective insurance coverage for the Employees, both liability and Workmen's Compensation, while they are being transported by aircraft other than

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commercial aircraft airlines. These policies and certificates will be available for Union inspection.

(k.) EMPLOYEES TRANSPORTED TO AND FROM JOBS for the convenience of the Employer, where they are required to ship their normal personal necessities and tool box, shall not be required to pay for any overweight above that which is allowed as free weight. The Employers shall make the necessary arrangements for any additional cost of shipping to and from the job, previous to the dispatching of the Employee. Any out-of-pocket expense pertaining to travel and subsistence incurred by the Employees in travel status, shall be reimbursed by the Employer. The Employee shall not be allowed a greater free weight on his return than was originally shipped to the job.

(l.) REST AND RECREATION: Employees who have been continuously employed on remote projects inaccessible by roads, for six (6) consecutive weeks, shall be granted seven (7) consecutive calendar days' leave of absence, i.e. one (1) calendar week without pay at the end of each such six (6) week period.

An employment position will be held open for employees taking such leaves of absence provided the employees give the Contractor adequate prior notice of their desire to leave. Leaves of absence provided by this paragraph may be postponed by the Contractor in order to maintain manning requirements. It is understood, the Contractor may not unreasonably withhold permission for an employee to take his leave of absence, and any such postponement shall not exceed a period of four (4) weeks. For purposes of qualifying for leave of absence under this provision, credit for a full week's work shall be given to new employees who commence work prior to Thursday of their first work week. Transportation from the remote job site to the employee's Alaska point of hire (Anchorage) and return to the camp will be provided by the Contractor. Upon completion of such leave, the employee shall report at a designated time to the point to which he was transported to commence his leave, for return transportation to the camp. No travel compensation or expenses other than those provided by this paragraph, will be

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paid for such leave of absence. In no event shall any employee be permitted to work more than (10) consecutive weeks without taking one (1) calendar week's leave.

(m.) GUARANTEE OF WAGES: On jobs too remote for the Employees to travel from home to the job and back each day, the Employer guarantees the Sheet Metal Workers forty (40) hours of work per week, unless the job is completed or the employee is terminated before forty (40) working hours of any week has lapsed from the time the employee was sent to the job.

**ADDENDUM
(ARTICLE VII, SECTION 3)
SOUTHEAST ALASKA**

(a.) All dispatches of members claiming permanent residency Southeast Alaska must contain proof of residency based on their zip code.

(b.) For jobs located within the accessible road system for which the employee claims as their permanent residence zip code, this shall be the "free zone."

For jobs located outside the accessible road system for which the employee claims as their permanent resident zip code, then Addendum Article VII, Section 2 (e) would apply.

(c.) The ferries connecting these zones shall not be considered the accessible road system.

(d.) Due to the inability of road access between these regions, an employee working out of the accessible road system from which they claim as their permanent residence zip code shall be entitled to the same rest and recreation mentioned in Addendum Article VII, Section 2(l) of this agreement.

(e.) Employees travelling from job to job in this area, shall fall under Addendum Article VII Section 2, unless they are being moved to the area they claim as their home permanent zip code.

(f.) Members dispatched to signatory Southeast contractors travelling from zip codes in areas of jurisdiction other than those

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in the Southeast, shall receive the same conditions mentioned in Article VII Section 2(e), and Sections (c) and (d) of this addendum, but will provide their own transportation to and from their permanent residence.

(g.) For Bona fide shops in the Southeast, addendum Article VII, Sections (c) and (d) apply.

**ARTICLE VIII
WAGE RATES AND CONDITIONS CONTRACT
ADMINISTRATION AND APPRENTICE FUND**

SECTION (1). THE MINIMUM RATE OF WAGES for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be as per Addendum below, except as hereinafter specified in Section 2 of this Article.

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ADDENDUM
(ARTICLE VIII, SECTION 1)
WAGE AND FRINGE BENEFIT SCHEDULE

July 28th, 2022 through June 30, 2023 Effective 7/28/22 \$.2.44 increase

CLASSIFICATION:
JOURNEYMAN RATE OF PAY \$45.35 <i>Per Hour</i>
FOREMAN \$51.02 <i>Per Hour</i>
GENERAL FOREMAN \$56.12 <i>Per Hour</i>

*Pension – SMW National Plan \$1.60 Per Hour
*Pension – NWSMW Plan \$12.45 Per Hour
*Pension – NWSMW 401k \$0.65 Per Hour
*Health & Welfare – NWSMW \$12.23 Per Hour
*Local Apprenticeship Fund \$1.65 Per Hour
*National Training Fund & Scholarship Fund \$0.16 Per Hour
*SMOHIT \$0.02 Per Hour

*Contract Administration \$0.43, 2022-2025

This Contribution will be made by the Employers

*Not subject to Federal or Alaska State Income Taxes.

In the event the Union elects to exercise its options to increase Pension, Health & Welfare Plan and/or other fringe benefits, a revised schedule will be printed and distributed.

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Effective July 1, 2023, \$2.40 to be disbursed by Local 23.
Effective July 1, 2024, \$2.40 to be disbursed by Local 23.

SECTION (2) ON ALL WORK SPECIFIED IN ARTICLE I of this Agreement, fabricated and/or assembled by journeyman, apprentice, and pre-apprentice sheet metal workers and other classified employees within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement' the higher wage scale of the job site Union shall be paid to the journeyman, apprentice, and pre-apprentice employed on such work in the home shop or sent to the job site.

SECTION (3). MANUFACTURE: The provisions of Section 2 of this Article, Section 2, of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers, grilles, registers
4. Radiator and air conditioning enclosures
5. Fabricated pipe and fittings (for residential Installation only)
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

SECTION (4). The provisions of Section 2 of this Article shall not

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be applicable to air pollution control systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilation systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings.

SECTION (5). Except as provided in Section 2 and 6 of this Article, the Employer agrees that journeymen sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION (6) TWO MAN RULE: When the Employer has any work specified in Article I of this Agreement to be performed outside the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers and qualified sheet metal workers are available in such areas, the Contractor may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the employers home jurisdiction. This to be allowed if not in conflict with A.S. 36.10.010, or other applicable statutes. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement, shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area then the minimum conditions of the home local shall apply.

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SECTION (7). In applying the provisions of Sections 2, 5 and 6 of this Article VIII, the term "WAGE SCALE" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION (8). WELFARE BENEFIT CONTRIBUTIONS shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds of other areas.

SECTION (9). PAY DAY: Wages at the established rates specified herein shall be paid by cash or check in the shop or on the job at or before quitting time on the established pay day of each week, or as mutually agreed to. No more than seven (7) days pay will be withheld. If an employee's paycheck has not been received by the next pay period, a new pay check will be issued for the previous week. Proof of mailing (postmarked by the US Postal Service) on or before pay day, shall be satisfactory evidence of employer's effort to comply with this Section. If an employee quits, he will be paid in full on the next regular pay day. Employees, when discharged, shall be paid in full. Employers may use Direct Deposit, provided, that when used, it will remain consistent with all of the provisions of this Article.

SECTION (10). SHOW UP TIME: Sheet metal workers who report for work by direction of the Employer and are not put to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control. To be eligible to receive such

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reporting pay, the employee must check in at the job or shop at the regular starting time and remain there available for work during the two (2) hour period, unless released sooner by the Employer's representative.

SECTION (11). Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

SECTION (12). Contract Administration: Contributions provided for in Section 13 of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of these payments shall be used for political or anti-union activities.

SECTION (13). The Employers shall pay to the Alaska Mechanical Contractors Association Industry Promotion Fund, forty three cents (\$0.43) per hour for each hour worked by each of their employees. Such contributions and payments shall not constitute nor be deemed to be wages due to the employees with respect to those hours such contributions and payments are made.

SECTION (14). Effective as of the date of this Agreement, the Employer will contribute to the Sheet Metal Occupational Health Institute Trust, two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to the National Benefit Funds for transmittal.

SECTION (15). INTERNATIONAL TRAINING INSTITUTE: The Employers will contribute to the international Training institute for the Sheet Metal and Air Conditioning Industry

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sixteen cents (\$.16) per hour for each hour worked on and after the effective date of this Agreement by each Journeyman, Apprentice, and Pre-Apprentice of the Employer covered by this Agreement. Three cents (\$0.03) per hour of the contribution to the international Training institute shall be forwarded by the Trustees of the international Training institute to the National Energy Management Institute Committee, a jointly administered trust fund. Payment shall be made on or before the 15th of the succeeding month and shall be remitted to the office of the international Training institute as designated by the Trustees of the Fund, or for purposes of collection and transmittal through the designated collection agency. The parties agree to be bound by the separate Agreements and Declarations of Trust establishing the international Training institute for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, and the separate Agreements and Declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees, such trustees as are named together with any successors who may be appointed pursuant to said Agreements. The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

**ADDENDUM
(ARTICLE VIII)
DELINQUENT TRUST CONTRIBUTIONS**

In the event that the Employer fails or neglects to pay agreed to wage rates, subsistence, health and welfare or any other fringe benefits or contributions within thirty (30) days after close of the month, the Union may remove employees it represents from their employ until such time as said payments are made, if non-payment extends for an additional fifteen (15) days (or a total of forty-five (45) days after close of month) the Trust shall

initiate collection proceedings, including any penalties assessed, as per Trust agreements. On remote jobs when employees are removed to secure compliance herewith, transportation and travel time will be at the Employer's expense.

ARTICLE IX CONDITIONS OF EMPLOYMENT

SECTION (1). TOOLS: Journeyman and apprentice sheet metal workers and other classified employees covered by this Agreement shall provide for themselves all necessary hand tools, current licensing as required by the local Authority having jurisdiction and is current with their eight hours of upgrade classes. A list of tools shall be kept on file at the Local Union and JATC offices.

ADDENDUM (ARTICLE IX)

(a.) TOOL STORAGE: When the Employer provides an adequate dry and safe storage place for the employee's tools, the Employer agrees that while such tools are in the Employers custody and providing that the employee has locked these tools in an adequate tool box, the Employer will be responsible to cover the full prior agreed inventory of such tools which may be lost because of fire, flood or theft by forced entry.

(b.) DRY SHACK: A warm dry place shall be provided or arranged for drying clothes, changing clothes and eating lunch.

(c.) PICKUP TIME: Employees shall be allowed adequate time to pick up tools and equipment.

(d.) Welding and Specialty Certifications: It shall be the Employer's sole responsibility to certify the Employees when it is required on any part of the work or job. The Employer will supply welding hoods, gloves and goggles, welding screens and adequate ventilation where welding is being performed. The Employer will supply all specialty equipment for specialty working conditions.

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SECTION (2).

Journeyman, Apprentice and pre-apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job to starting time or from job to home at quitting time.

ARTICLE X
STANDARD FORM OF UNION AGREEMENT
GRIEVANCE SETTLEMENT PROCEDURE
(NOT INCLUDED)

ADDENDUM
(ARTICLE X)
LOCAL GRIEVANCE SETTLEMENT PROCEDURE

A. Grievances of the Employer or the Union arising out of the interpretation or enforcement of this Agreement shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as it's representative. To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within (30) calendar days of first knowledge of the facts giving rise to the grievance.

B. In the event that such a dispute or grievance cannot be adjusted in this manner within forty-eight (48) hours after the complaint has been submitted, the same shall be referred to the local Arbitration Board, hereinafter, provided for. The Local Arbitration Board shall convene not later than forty-eight (48) hours after the dispute has been referred to the said Board. The final decision must be rendered within two (2) days after the

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complaint is submitted to Arbitration. The above time limits may be extended by mutual agreement of the parties hereto.

C. It is specifically agreed that the terms and conditions of this Agreement shall be binding upon such Board of Arbitration and that it shall have no authority to alter, amend, or revise the wages, hours and other conditions set forth herein, it being the intent that such Board's authority and decision shall be within the scope and limited to the application of terms and conditions hereto. The parties hereto agree that a decision rendered by a majority of the Arbitration Board shall be final and binding upon them within the time prescribed herein. There shall be no slow-down, stoppage of work, strike or lockout during Arbitration.

D. The Board shall consist of three (3) members chosen by the Employer's Association and of three (3) members chosen by the Union. Two members from each party shall constitute a quorum. There shall be an equal number of Board members from each party to participate in a decision. In the event of a deadlock, an impartial Arbitrator mutually agreed to, will render a final decision. The meeting with an Arbitrator must take place within seven (7) days after the deadlock occurs. The above time limits may be extended by mutual agreement of the parties hereto. His decision must be rendered within one calendar week after the testimony and evidence is presented to him, and such decision shall be final and binding upon both parties.

E. The Arbitration Board has power to assess monetary penalties, as it deems proper and necessary, for violations of this Agreement.

F. The Board shall also be empowered to meet to review, interpret and define the intent of technical items contained in this Agreement, and to make recommendations beneficial to the Sheet Metal Industry. This procedure shall be by mutual request of both parties and prior to implementation of a disputed item or the dispute procedures as covered in this Agreement.

ARTICLE XI APPRENTICES

SECTION (1). All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Both the Union and the Employers may have alternate members. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION (2). The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed to both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

SECTION (3). It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee on the basis of one (1) apprentice for each three journeyman sheet metal workers regularly employed throughout the year, as long as indentured apprentices are on the out-of-work list.

SECTION (4). All apprentices entering the program shall be at least eighteen years of age and each apprentice shall serve an apprenticeship of 8,000 HOURS and such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until all apprenticeship terms have

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been completed and they have qualified as journeymen. The Joint Apprenticeship and Training Committee must notify the contractor in writing of an Apprentice's satisfactory completion of the program and eligibility to advance to the next wage scale.

SECTION (5). A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers.

Credited Hours	%
0-999	50%
1000-1999	55%
2000-2999	60%
3000-3999	65%
4000-4999	70%
5000-5999	75%
6000-6999	80%
7000-8000	85%

ARTICLE XII PRE-APPRENTICES

SECTION (1). It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one pre-apprentice for each three (3) apprentices employed by the Employer. Provided however, that an Employer, who employs one or more apprentices, shall be entitled to at least one pre apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply.

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written re-

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quest to furnish a pre-apprentice within forty-eight (48) hours, the Employer may hire such employees and refer then to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices shall have priority as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings for two () years of employment. No pre-apprentice shall be retained beyond two years.

The wage scale for pre-apprentices shall be thirty-five (35) percent of the wage rate of journeymen sheet metal workers in the first year of employment and forty (40) percent in the second year. Fringe benefit coverage shall include health and welfare coverage as well as a twenty five cent (\$.25) contribution for all hours worked to the Northwest Pension Trust. International Training fund contributions shall be \$.17 (\$.12 to the ITI, \$.03 to NEMIC and \$.02 to SMOHIT).

ARTICLE XIII CONTRACT DURATION

SECTION (1). This Agreement and Addendum one (1) through five (5) attached hereto, shall become effective on the 28th day of July, 2022, and remain in full force and effect until the thirtieth day of June, 2025 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and affect until conferences relating thereto have been terminated by either party.

SECTION (2). If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision.

SECTION (3). Notwithstanding, any other provision of this Article, or any other Article of this Agreement, whenever an

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amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seal this 28th day of July, 2022.

ALASKA MECHANICAL CONTRACTORS ASSOCIATION, INC.

David Stanfield

Dave Stanfield

Jeremy Ketchum

Jeremy Ketchum

Tim Agosti

Tim Agosti

James Chavez

James Chavez

**INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION
WORKERS LOCAL 23**

Randy Golding

Randy Golding

Jens Schurig

Jens Schurig

Will Tompkins

Will Tompkins

ADDENDUM I STANDARD FORM OF UNION AGREEMENT

ARTICLE 1 HIRING HALL

A. Local 23 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter, called the Union, agrees to maintain a hiring hall and to solicit qualified workmen, both union and non-union, in order to fill the necessary requisitions for workmen and to keep records of such qualified workmen. Each contractor signatory to this Agreement, hereinafter, called the Employer, agrees to exclusively use the services of such hiring hall and will call upon the Union to furnish all qualified workmen they may require to do work specified in the "Scope of Agreement" (Article I – Standard Form) subject to the following terms and conditions.

B. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by union membership. Selection and referral of applicants shall be based on equal employment opportunities without regard to race, creed, color or national origin. The sole basis for employment will be craft qualification.

C. HIRING HALL COMMITTEE AND CHECK OFF

(1.) Composition: There shall be created a Hiring Hall Committee composed of three (3) representatives of the Employers' and three (3) representatives of the Union.

(2.) Grievances: The Hiring Hall Committee shall be empowered to hear and determine any and all grievances arising out of the work registration, work referrals, preparation of the referral registration list, any applicants or registrants, any contractor or the Union shall have the right to grieve to the Committee concerning any such matters.

(3.) Check off: The Employers agree to deduct from the wages of each employee, such amount of the Union dues / or assessments owing by him to the Union, provided the

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employee has executed a written assignment calling for such deduction. Such deduction shall be transmitted with and within the same period of time as Health & Welfare, Pension, etc. Appropriate transmittal forms shall be supplied to each employer by the Union. **The amount deducted shall be a percentage of the gross hourly wage, rounded off to the nearest cent for each compensable hour worked by journeyman and apprentices. A current wage rate sheet for all appropriate employee deductions/contributions will be on file at the Union Office and sent to each employer.**

(4.) Protection Clause: The above deductions shall be made by the Employers so long as such payments are deemed in compliance with applicable law and the Union agrees to indemnify the Employer for any litigation costs, expenses or liabilities which an Employer may incur from compliance with this provision.

D. The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions of these hiring arrangements.

E. The Union shall maintain a current list of unemployed workmen and their names shall appear on the list in order that they register for employment.

F. (1.) The list of unemployed workmen shall include any prospective workmen and they shall be placed on the employment list if and when they show conclusive proof of four years experience in sheet metal building and construction work.

(2.) In accordance with MOA Statute 23.20.105.1 F, G, H and I, Local #23 Members employed within the Municipality of Anchorage and receiving wages specified in Article VIII, Section 1 shall have a Municipality of Anchorage (MOA) Certificate of Qualification identified by the prefix JSM. Local #23 Members receiving wages specified in Article XI, Section 5 shall have a Municipality of Anchorage Certificate of Qualification identified by the prefix ASM. Travelers are

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exempt for the first six months after dispatch as are newly turned out Apprentices; however the same requirements specified above apply.

(3.) In order to achieve Journeyman status and pay rate, this certification is a requirement for both building trades and service apprentices.

(4.) Mandatory Journeyman Upgrading: due to the ever changing requirements and introductions of new items into the industry, each Journeyman will complete eight (8) hours of advanced Journeyman training each calendar year. Classes will be available at the Union Hall and will be administered by the JATC and jointly funded and managed by the JATC and Alaska Mechanical Contractors Association.

G. DISPATCH REQUEST

(1.) At the request of the Employer, the hiring agent shall dispatch workmen to the Employer, for consideration of employment, with due regard to this hiring procedure.

(2.) The following request for individual applicants will be honored providing the applicant has been a member of this Local Union for 90 days immediately prior to the request and meets the provisions set forth in Article 9, Section 1.

(3.) The Employer may request any applicant without regard to his position on the unemployed list, providing said applicant has been previously employed by the employer within the jurisdiction of Local 23.

(4.) The hiring agent shall give due consideration to a request by an Employer for qualified specialty trained applicants.

(5.) Requests for individual applicants shall be honored for Foreman; applicants requested under this provision will receive Foreman's pay for a minimum of 40 hours or until termination of employment.

(6.) The Employer retains the right to reject any applicant

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referred by the hiring agency. The rejection will be in writing if so requested by the hiring hall agent.

H. Local hire preference will be observed for applicants living within a twenty-five (25) mile radius of the job site and have resided in the area at least ninety (90) days prior to dispatch.

I. If an Applicant refuses or is unavailable for three (3) jobs, he shall go to the bottom of the list of unemployed workers. Sickness or other legitimate reason(s) will excuse applicants from the above provision. Other gainful employment shall not be construed as a legitimate excuse.

J. An Applicant dispatched for employment shall retain his position on the unemployment list for a total of 30 calendar days from the date of his dispatch. If an applicant does not accumulate 30 calendar days employment before an applicant is laid off, the applicant will retain their position on the list until the applicant accumulates 30 calendar days of dispatched time.

K. Indenturing apprentices and placing of apprentices and pre-apprentices in employment shall be entirely within the jurisdiction of the Joint Apprenticeship and Training Committee and shall in no way be affected by this hiring procedure, except as it pertains to ratios.

L. In order for the applicant to retain his position on the unemployed list, he must be within the immediate vicinity of the jurisdiction of Local 23 and available within eight (8) hours from the time of call. The applicant must at all times keep the hiring agent informed as to his current address and phone number, to meet the requirements of availability. All applicants must have a message recording device on the telephone number given to the hiring agent. An applicant must register in person every thirty (30) working days to remain on the hiring hall list. Those members living within the jurisdiction of Local 23 but outside the Municipality of Anchorage may register their desire to remain on the out-of-work list either in person, by text, mail, fax, or e-mail.

M. If an applicant accepts regular employment in the trade in the jurisdiction of another local union, he must report this to

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the Local Hiring agent and his name will be removed from the out-of-work list. Failure to do so will result in a strict penalty.

N. The hiring agent shall have forty-eight (48) hours to fill requests for workmen requested by the Employer.

O. Any outside sheet metal firm doing work under the same conditions as a Local Contractor within the jurisdiction of this Local Union shall be allowed to bring in two (2) workers who shall be qualified Sheet Metal Journeymen and shall meet the provisions set forth in Article 9, Section 1. Any additional men required shall be hired locally under the terms of this Hiring Hall Agreement. The exception to the two (2) worker rule shall be on Alaska State funded jobs coming under the Employment Preference Statute (A.S. 36.10.010).

P. No physical examination shall be required as a condition of employment on any work covered by this Agreement, or coming under the jurisdiction of the Sheet Metal Workers.

Q. The parties to the collective bargaining agreement here record their practice and current understanding that an applicant may not be registered on more than one out-of-work list.

**ARTICLE 2
FOREMAN**

A. When three (3) to ten (10) workers are fabricating or installing work, one (1) Journeyman shall receive not less than twelve point five percent (12.5%) above the Journeyman wage rate.

B. No Foreman or General Foreman shall act in a supervisory capacity unless they possess a current industrial "First-Aid and CPR Card" and are required to maintain an OSHA 10 certification. Classes will be available at the Union Hall and will be administered by the JATC and jointly funded and managed by the JATC and Alaska Mechanical Contractors Association.

C. There shall be a minimum of one (1) Foreman designated at each jobsite located outside the Free Zone as defined in Article VII.

ARTICLE 3 EMPLOYEE BENEFIT FUNDS

A. As part of the compensation due employees for work performed under this Agreement, the Employer shall make payments to the Northwest Sheet Metal Workers Health and Welfare Fund, Northwest Pension Fund, 401K Plan, and the Joint Apprenticeship and Training Fund for each hour worked by each employee whose work is covered by this Agreement, in the amounts specified in this Agreement.

Apprentices indentured during the life of this contract, will have a contribution made on their behalf to the Northwest Pension Plan that is equal to seventy five percent (75%) of the journeyman contribution.

Apprentices indentured during the life of this contract, will have a contribution made on their behalf to the Local Joint Apprenticeship Training Fund in the amount of 50% of the journeyman rate per hour.

B. The Employer shall comply with all terms and provisions of each trust agreement establishing the respective Employee Benefit Funds and shall comply with all uses and regulations promulgated by the trustees of the funds.

The Association and the Union and all other employees covered by this Agreement agree to be bound by all of the terms of the trust agreements creating the Welfare Fund, the Pension Funds, and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor-Management Relations Act, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the trust agreements and regulations of the trustees, provided that such trust agreements, actions, uses, regulations and rules shall not conflict with this Agreement. Each Employer covered by this Agreement hereby accepts as trustees the trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such trustees within the scope of their authority.

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C. On or before the 15th day of each calendar month, the Employer shall prepare transmit and remit payment to the Fund Manager of the Employee Benefit Funds, a report showing the number of hours worked and gross wages, by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Said report shall be in such form as shall be prescribed by the trustees of Employee Benefit Funds. The remittance date and the payment due date is the 15th of each month. All reports and payments must be received by the Trust office on or before the 15th of the month.

D. Upon being advised by the administrative officer of the benefit funds that an Employer is delinquent in payments to be made for a period of more than thirty (30) days, the Union shall be authorized to remove the employees from the job or shop of any such employer.

ADDENDUM FOR NATIONAL PENSION

A. The bargaining parties mutually agree to open up the Collective Bargaining Agreement for the purpose of selecting a rehabilitation plan for the National Pension Plan when it becomes available.

B. The foregoing contribution rates are intended to represent the Employer's total hourly cost for providing pension benefits during the term of this agreement. If any Pension Plan requires contributions in excess of these amounts, or, if a Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly wage rate shall be immediately reduced by an equivalent amount. Upon 60 days written notice to the Association, the Union may request negotiations with the Association to arrive at an alternative method of reducing wages or fringe benefit costs in an amount equivalent to any pension increase or excise tax. In no event shall the total wage/fringe package be increased as a result of such negotiations. All other provisions of the agreement shall remain in full force and effect during such negotiations.

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**ARTICLE 4
SAVINGS CLAUSE**

A. In the event that any part of this Agreement shall be in conflict with Federal or State Statutes, the remainder of the Agreement shall remain in full force and effect.

**ARTICLE 5
FAVORED NATIONS CLAUSE**

No Contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Union performing similar work in the same jurisdiction.

ADDENDUM 2 RESIDENTIAL INSTALLATION AGREEMENT

SECTION (1).

This Addendum 2 covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such premises.

SECTION (2).

Residential shall be defined as applying to work on any single family dwelling or non-transient multiple family housing unit, up to and including four stories above a basement, where such individual family apartment is individually conditioned by a separate and independent unit or system.

SECTION (3).

The Employer agrees that none but residential journeymen, regular rate journeymen, residential journeymen B class or indentured apprentice sheet metal workers shall be employed on any work described in Sections 1 and 2 of this Addendum.

SECTION (4).

It is agreed that residential journeymen and journeymen B class shall be employed only on work described in Section 1 and 2 of this Addendum.

SECTION (5). NEW CONSTRUCTION

(a.) The work week shall consist of a 40-hour week divided into five work days of eight hours; each running consecutively from Monday through Friday. The work-day shall consist of eight hours, exclusive of the lunch period, starting at 8:00 a.m. and ending at 5:00 p.m. However, the regular working hours may be adjusted by inclement weather or extra-ordinary circumstances by mutual agreement of the Employer and the Union.

(b.) All work performed outside the regular working hours during

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the regular work-week and on Saturdays shall be compensated for a 1½ times the basic hourly residential rate.

(c.) All work performed on Holidays shall be compensated at two times the basic hourly residential rate.

SECTION (6). SERVICE MAINTENANCE
AND REPLACEMENT WORK

The work week shall consist of a scheduled 40 hours per week; all work performed beyond the 40 hours shall be compensated for at 1½ times the basic hourly residential wage rate.

SECTION (7). RATES OF PAY –
RESIDENTIAL JOURNEYMEN

(a.) The regular hourly wage rate for residential journeymen sheet metal workers covered by this Addendum shall be:

Residential Journeymen basic hourly rate:	\$21.77
Residential Foremen basis hourly rate:	\$24.00
Pension/National Pension	\$ 0.30
Pension/NWSMW	\$ 1.70
Health and Welfare	\$12.23
401K	\$ 0.65
National Training Fund	\$ 0.18

(b.) The Employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

SECTION (8). RESIDENTIAL, APPLICANT OR
JOURNEYMAN "B"

(a.) Those employees who have no previous experience or who have not accumulated or

Established a classification through previous employment shall, by mutual agreement with the Union and the Contractor prior to his employment be classified in one of the following classifications and will receive upgrading in accordance with the enclosed wage schedule.

(b.) The upgrading period will be two (2) years and will consist

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of four (4) six-month periods with a total of 4000 hours, compensated for at the following rates of pay.

BASIC H & W	\$12.23
National Pension	\$.30
Northwest Pension	\$ 1.70
401k	\$.65
National Training Fund	\$.18

0 to 6 months, 1000 hours	\$11.97
7 to 12 months, 2000 hour	\$14.15
13 to 18 months, 3000 hours	\$16.33
19 to 24 months, 4000 hours	\$18.50
Residential Journeyman	\$21.77

At the end of the fourth period they will be advanced to residential journeyman.

The ratio of applicants shall not exceed one (1) applicant to each journeyman.

SECTION (9). TRANSPORTATION

The Employer shall provide all necessary transportation for transporting employees, shop tools, and materials from shop to job, job to job, and job to shop during working hours.

SECTION (10). FRINGES AND CHECK OFFS

The Employer agrees to contribute to the Health and Welfare and Pension Funds in the amount specified in this Addendum and to collect and transmit check offs or hiring hall fees as authorized and assigned.

SECTION (11).

The Employer agrees to be bound by all of the provisions and

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collection procedures of the Standard Form of Union Agreement of Local basic Addendums and Agreements with the exception of this Articles, Sections or provisions specifically altered or amended by the Addendum.

SECTION (12). COMMERCIAL, RESIDENTIAL SHOP OR INDUSTRIAL WORK

(a.) The Employer agrees to be bound by the wages, hours and working conditions contained in the Local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Sections 1 and 2 of this Addendum.

(b.) Residential employees covered under this Agreement who are required to do shop fabrication for work covered under this Agreement, shall receive 20% above the current installation rate.

19 in 24 months - 4000 hours	\$18.50
Residential Journeymen	\$21.75

**ADDENDUM 3
LIGHT COMMERCIAL
INSTALLATION ADDENDUM
REVISED 07/01/2004**

SECTION (1). SCOPE

This Addendum 3 covers the rate of pay, rules and working conditions of all employees of the Employer engaged in the erection, installation, repairing, replacing and servicing of all light commercial heating, ventilation and air conditioning systems and equipment.

SECTION (2). DEFINITION

Light Commercial Work shall be defined as applying to any work on projects 30,000 square feet or less, using package type equipment, or remodel projects of existing systems where no additional units over 3500 CFM's are installed.

SECTION (3). RATES OF PAY

(a.) The regular hourly journeyman wage rates shall be the Wage and Fringe Benefit Schedule published in the Current Local Agreement and Addendum Article VIII, Section 1.

(b.) The Employer agrees to be bound by all of the provisions and collection procedures of the Current Local Agreement and Addendums with the exception of those Articles, Sections or provisions specifically altered or amended by the Addendum.

(c.) The ratio of Apprentice and Pre-apprentice may be one (1) Apprentice or Pre-apprentice for each journeyman sheet metal worker employed on the project. This ratio shall apply when not in conflict with Federal or State Standards.

(d.) All shop fabrication for work covered under this Addendum, shall be performed under the terms, conditions and apprentice ratios of the current Local Agreement and Addendums.

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ADDENDUM 4
SERVICE AND MAINTENANCE ADDENDUM

SECTION (1). SCOPE

This Addendum 4 covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the repair, replacement, testing, calibration, analysis, maintenance, adjustment, and servicing of mechanical systems and equipment as specified in Article 1, of this Agreement.

SECTION (2). COVERAGE

All Journeyman, Apprentice, and Pre-Apprentice employees covered by this Addendum who are trained and qualified to do service work may only perform service and maintenance on any HVAC systems under the terms, conditions, and working rules of Addendum 1, and are subject to the conditions and benefits of all members working under this Agreement.

SECTION (3). CLASSIFICATIONS

There shall be three (3) classifications of Maintenance and Service personnel.

- (1.) JOURNEYMAN: Employees who perform all phases of Service and Maintenance.
- (2.) APPRENTICE: Employees currently enrolled in the Service Apprenticeship program that performs Service and Maintenance.
- (3.) PRE-APPRENTICE: Employees with minimal or no experience who perform cleaning, expediting and basic routine maintenance work while under the direct visual supervision of a Journeyman.

SECTION (4). HOURS

(A) The workday shall consist of up to ten (10) consecutive hours between the hours of 6:00 am and 5:00 pm, with one duty free half (½) hour for lunch, and one fifteen (15) minute duty free break during each workday.

SECTION (5). WAGES

On-call pay

Employees subject to being on call shall receive compensation in the amount of \$15.00 (fifteen dollars) per day. On call pay is additional compensation and shall not be deducted from any time worked, if called.

On-call defined:

“On-call shall be defined as any Service personnel that are expected to be available for, and accept work outside the normal business hours. This includes weekends, nights, and Holidays in which Service personnel are required to receive calls and respond in person to service related dispatch calls from either an Employer or an Employer’s customer’s request to respond within short notice to perform HVAC service and maintenance work.”

(1.) JOURNEYMAN: The regular hourly wage rate shall be the Wage and Fringe Benefit Schedule published in the Current Local Agreement Addendum Article VIII, Section 1.

For Foreman:

Addendum I Article 2 shall apply.

(2.) APPRENTICES

Service apprentices, where capable, shall not be required to work under the supervision of a Journeyman Service Tech during normal business hours.

Service apprentices performing Service work without direct journeyman supervision shall have access to an on-call Journeyman Service Technician at all times.

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Apprentice hours	%
0-999	50%
1000-1999	55%
2000-2999	60%
3000-3999	65%
4000-4999	70%
5000-5999	75%
6000-6999	80%
7000-8000	85%

Apprentice wage rates and fringe benefits shall be the same as Article XI, Apprentices, Section (5).

Pre-apprentice wage rates and fringe benefits shall be the same as Article XII, Pre-Apprentices, Section (1).

Any apprentice working under this Agreement may cross-train between Sheet Metal and Service work.

(3.) The Employer agrees that no employee shall suffer a reduction in wages and benefits due to the signing of this Addendum.

SECTION (5). RATIOS

1. One (1) Apprentice to one (1) Journeyman.
2. Each shop is entitled to the minimum of one (1) Pre-Apprentice provided, there is at least one (1) Journeyman employed.

SECTION (6). OVERTIME

The overtime rate shall be one and one-half (1½) times the employee's regular hourly rate. The exception to this shall be, Holidays, which will be paid at two (2) times the employee's regular rate.

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SECTION (7). FRINGES AND CHECK OFF

The Employer agrees to contribute to and shall comply with all terms and provisions of each trust agreement establishing the respective Employee Benefit Funds and shall comply with all uses and regulations promulgated by the trustees of the funds. The employer agrees to collect and transmit Dues and Assessment check offs as authorized and assigned.

SECTION (8).

The Employer agrees to be bound by all the provisions and collection procedures of the Current Local Agreement and Addendums with the exception of those provisions specifically altered or amended by this Addendum.

SECTION (9).

The Employer agrees to be bound by the wages, hours and working conditions contained in the current Local Agreement and Addendums on any work not specified in this Addendum.

Addendum I, II, III, IV, including the exceptions contained herein, shall be attached to and become a part of this Agreement. These Addendum shall become effective on the date signed by the Representatives of both parties and shall thereafter run concurrently with the Agreement.

SECTION (10). TOOLS AND UNIFORMS

(a.) All HVAC Service Journeymen, apprentices, and pre-apprentices using an employer provided service vehicle shall be required to honor the Employer's Vehicle Policy. The employer shall be responsible for the employee's wages and benefits when meeting the obligations of this section.

(b.) All journeymen, Apprentice, and Pre-apprentice Service employees shall provide for themselves all the necessary tools outlined in the HVAC Service hand tool list.

(c.) Any tools not specified on this list, shall be provided by the Employer.

(d.) It is understood that all uniforms required by the Employer

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shall be provided by the Employer: to include repairs and replacement of said uniforms.

SECTION (11). TRAINING

(a.) Employers who furnish equipment and supplies from HVAC industry manufacturers that require specific manufacturer training to sell, install, service, analyze, calibrate, repair, replace, and/or warranty their systems shall provide employees with said training.

(b.) Any contractor supplied manufacturer training or certification may be credited as a Journeyman upgrade, but for Service apprentices this shall not count as classroom hours.

Promotions Clause

The parties hereto agree to promote the work covered under this addendum and shall fully cooperate in the establishment of training courses and/or facilities where none may exist to properly train sufficient personnel to maintain jurisdiction over this work and provide consumer satisfaction.

ADDENDUM 5 DRUG AND ALCOHOL POLICY

Employee Alcohol and Drug Testing. An employer may institute this alcohol and drug testing program for prospective and current employees. This program is intended to comply with the requirements of Alaska Statutes 23.10.600 – 699. The program shall not include random testing of employees. The Employer shall hold Local 23 harmless for any claims made as a result of testing. The program is as follows:

1. Policy.

Both parties are committed to protecting the safety, health and well-being of employees and of all people who come into contact with workplaces and property, including offices, shops and job sites.

A. The purpose of this program is to maintain workplaces and property that are free of drug and alcohol abuse.

B. The use of drugs that are lawfully obtained and properly used shall be permitted provided that their use does not interfere with proper and safe job performance.

2. Persons Subject to Testing/Circumstances When Subject to Testing.

JOB-WIDE SCOPE: On any project where drug testing is required, all job applicants, employees and representatives of the company (including owners) working at that job site, all subcontractors or the company and their employees at that job site, and any representatives of Local 23 conducting business at that job site, shall be tested.

PRE-EMPLOYMENT: After a conditional offer of employment, a job applicant shall be tested as soon as possible.

Pre-Employment testing requirements are applicable to "New Industry Employees" only.

ACCIDENT OR INCIDENT: Persons involved in a work-related accident or incident that results in property or equipment damage

or injury requiring treatment defined as recordable by OSHA // Alaska Regulations, may be required to submit to a test.

PROBABLE CAUSE: A person may be tested for probable cause in situations based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe the employee is demonstrating signs of impairment due to alcohol or drugs.

Involvement in an incident may be sufficient to establish probable cause.

Those to be tested in the event of an accident or incident shall be identified by mutual agreement of the foreperson on the project and a management representative responsible for the project.

Examples of objective evidence include when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, or erratic or atypical behavior, or when an employee otherwise appears unable to perform his/her job in a safe manner.

Those to be tested in a probable cause situation shall be determined by observation of two (2) individuals, one of whom must be a union member who actually observed the employee's behavior.

3. Substances to be Tested.

The employer may test for alcohol (ethanol, isopropanol, or methanol) and/or drugs (any substance considered unlawful under Alaska Statutes 11.71 or the metabolite of the substance).

4. Testing Methods and Collection Proceedings.

Tests shall be conducted by qualified and accredited laboratories that are approved or certified by the federal Substance Abuse and Mental Health Services Administration, or the College of Pathologists of the of the American Association of Clinical Chemistry. The laboratories shall maintain high quality control procedures, and shall follow the manufacturer's protocols.

All initial positive tests shall be subject, at the employee's discretion and request, to a confirmation test by gas chromatography

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mass spectrometry who results have been reviewed by a licensed physician or doctor of osteopathy.

A test conducted for a drug for which the United States Department of Health and Human Services has established a cutoff level shall be considered to have yielded a positive result if the test establishes the presence of the drug at levels equal to or greater than that cutoff level.

A test conducted for alcohol that results in a reading of 0.08% shall be considered to have yielded a positive result.

5. Consequences of Refusal to Participate.

A prospective or current employee's refusal to participate in the testing may result in adverse employment action described below. However, an individual's refusal to participate on one job shall not prejudice the individual in any subsequent employment opportunity.

6. Possible Adverse Employment Actions.

If an employee has a confirmed positive test result, the employer may refer the employee to a treatment program, suspend, or terminate the employee. The level of adverse action shall be at the employer's discretion, but shall be subject to the parties' grievance procedure. The employer shall notify Local 23 of any proposed adverse employment action and shall give Local 23 adequate opportunity to consult with the employee and the employer before the employer takes adverse action.

An employer who terminates an employee under this policy, may refuse to rehire the employee for no more than sixty (60) days after termination. Any employer, including the terminating employer, may require the employee to pass a pre-employment test at any time up to one (1) year after termination.

7. Employee's Right to Written Test Results.

Results shall be communicated in writing to the employee and to the appropriate employer within seventy-two (72) hours. Upon written request made within six months after the date of the

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test, the tested employee may obtain written test results, which the employer shall provide within five working days of receipt of the written request. Any cost for obtaining the written test shall be the responsibility of the employee.

8. Employee's Right to Explain Positive Result.

An employee may explain, in a confidential setting, a positive test result. If the employee requests in writing an opportunity to explain the positive test result within 10 working days after the employee is notified of the test result, the employer must provide an opportunity, in a confidential setting, within 72 hours after receiving the employee's written notice, or before taking adverse employment action. Any costs associated with presenting the employees explanation shall be the responsibility of the employee. The employee will not be compensated for any time associated with the explanation.

9. Confidentiality of Test Results.

Whenever testing is utilized it shall be accomplished through dignified and humane procedures insuring complete confidentiality of the specimen custody and test results, while also ensuring that the sample is not contaminated, adulterated, or misidentified. The individual being tested and the Employee Assistance Program (EAP) shall have access to the test results. The sheet metal employer (or JATC) and Local 23 shall be notified of the positive or negative results, only.

10. Cost of Testing.

For initial tests under this program, the costs for tests (and for reasonable transportation costs to an employee if the test is conducted at a location other than the employee's normal work site) shall be paid by the employer. Employees will be paid actual time for testing. Retests shall be at the employee's expense.

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11. Notice to Employees.

This program shall become effective thirty (30) days after the employer notified employees of its intent to implement the program and posts written copies of this policy. If the employer has a written employees' manual, this policy shall be included in it.

International Association of Sheet Metal, Air, Rail and Transportation Workers

ANCHORAGE
MAIN OFFICE
1317 E. 75TH AVENUE, SUITE 4
ANCHORAGE, ALASKA 99518
PHONE (907) 277-5313
FAX (907) 277-2457



FAIRBANKS
1260 AURORA DRIVE
FAIRBANKS, ALASKA 99709
PHONE (907) 452-3864
FAX (907) 456-3413

LOCAL UNION 23

SOUTH OF THE 63RD PARALLEL WAGE SCHEDULE EFFECTIVE JULY 1st, 2023 THROUGH JUNE 30th, 2024			
As agreed to by the Alaska Mechanical Contractors Association, Inc. and the Sheet Metal Workers' Local Union #23			
JOURNEYMAN WAGE RATES		JOURNEYMAN FRINGES (Employer Paid)	
	Hourly Base Wage	Fringes	Rate
Journeyman (Base Wage)	\$ 47.05	** Nat'l Pension Fund	\$ 1.60
Foreman (+12.5% JM Rate)	\$ 52.93	NWSMW Pension Plan	\$ 12.65
Gen Foreman (+10% FM Rate)	\$ 58.22	NWSMW Health & Welfare	\$ 12.53
* Equity Fund (Deducted from Base Wage)	\$ 0.85	** ITI .12/NEMIC .03/ Scholarship Fund .01	\$ 0.16
		Local Apprenticeship Fund	\$ 1.85
		** SMOHIT	\$ 0.02
		Industry Fund	\$ 0.43
		401K	\$ 0.65
Total Wage Package	\$ 76.94 (Base Wage + Fringe Package)	Total Journeyman Fringe Package	\$ 29.89
Hourly Working Assessment of Total Package:	Journeyman \$2.00	Foreman \$2.15	General FM \$2.29
APPRENTICE WAGE RATES		APPRENTICE FRINGES (Employer Paid)	
	Hourly Base Wage		Rate
Credited Hours %		** Nat'l Pension Fund & COLA	\$ 1.60
0-1000 50%	\$ 23.53	NWSMW Pension Plan	\$ 9.49
1001-2000 55%	\$ 25.88	NWSMW Health & Welfare	\$ 12.53
2001-3000 60%	\$ 28.23	** ITI .12/NEMIC .03/ Scholarship Fund .01	\$ 0.16
3001-4000 65%	\$ 30.58	Local Apprenticeship Fund	\$ 0.93
4001-5000 70%	\$ 32.94	** SMOHIT	\$ 0.02
5001-6000 75%	\$ 35.29	*** Industry Fund	\$ 0.43
6001-7000 80%	\$ 37.64	401K	\$ 0.65
7001-8000 85%	\$ 39.99	Total Apprentice Fringes	\$ 25.80
* Equity Fund (Deducted from Base Wage)	\$ 0.85		
Hourly Apprentice Working Assessment of Total Package:			
	50% = \$1.28	55% = \$1.34	60% = \$1.40
	70% = \$1.53	75% = \$1.59	80% = \$1.65
			65% = \$1.47
			85% = \$1.71
PRE-APPRENTICE WAGE RATES		PRE-APPRENTICE FRINGES (Employer Paid)	
	Hourly Base Wage		Rate
1st yr PRE-App RATE is 35% of Journeyman Rate	\$ 16.47	NWSMW Health & Welfare	\$ 12.53
* Equity Fund (Deducted from Base Wage)	\$ 0.85	NWSMW Pension Plan	\$ 0.25
		** ITI .12/NEMIC .03/ Scholarship Fund .01	\$ 0.16
		** SMOHIT	\$ 0.02
Pre-Apprentice Working Assessments of Total Package	35% = \$0.77	Total Pre-Apprentice Fringes	\$ 12.96
NOTE:	Working Assessment is 2.6% of Total Package		
*	Equity Fund and work assessment are taxable income.		
**	National Benefit Funds (Scholarship Fund - National Pension - SMOHIT. Employers shall submit Remittance data and contributions to the National Benefit Fund no later than the 20th of the month following the month the hours are worked. The employer shall submit this date via the National Benefit Funds Internet Payment System accessible at www.smnwbf.org (703) 739-7000		
	All other fringe benefit items shall be electronically remitted by the 15th of the month to Northwest Sheet Metal Workers' Trusts at Rehn & Associates, Spokane, WA (800) 872-8979, www.rehnonline.com		
REGIONAL MANAGER:	AMCA: <i>David Stanfield</i> Committee Chair		
DATE:	DATE: 6/22/2023		

