

SHEET METAL | AIR | RAIL | TRANSPORTATION

SMART

UNION AGREEMENT

International Association of
Sheet Metal, Air, Rail and Transportation Workers
Local Union No. 359
(SMART)

And



ARIZONA

Effective
July 1, 2019 - June 30, 2023



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

Local Union No. 359
2604 E. Adams
Phoenix, Arizona 85034-1409
Phone (602) 273-1388

Jeff Holly, Business Manager
Tom McDermott, Business Representative
Pat Montroy, Business Representative

AZ. 07-19

Effective July 1, 2019 through June 30, 2023

**SHEET METAL & AIR CONDITIONING
NATIONAL ASSOCIATION,
ARIZONA CHAPTER**

515 E Carefree Highway #350
Phoenix, Arizona 85085
Phone (602) 734-0214

**SHEET METAL AND
AIR CONDITIONING TRADES INDUSTRY
PROGRAM**

515 E. Carefree Highway #350
Phoenix, Arizona 85085
Phone (602) 734-0214

TABLE OF CONTENTS

Standard Form of Union Agreement

ARTICLE NO.	Page
I..... Work Coverage	-1-
II Sub Contracting	-2-
III..... Employer Obligation.....	-2-
IV..... Union Obligation.....	-3-
V Union Security	-3-
VI..... Work Day, Work Week, Holidays & Overtime.....	-5-
VII Employee Obligation	-6-
VIII..... Other Applicable Wage Rates and Industry Procedures ...	-7-
IX..... Tools and Transportation.....	-21-
X Grievance Procedures	-21-
XI..... Joint Apprenticeship Committee-Rates	-28-
XII Safety Training/Procedures	-31-
XIII Pre-Apprentices	-32-
XIV Classified Workers	-33-
XV Labor Management Committee.....	-34-
XVI Non-Discrimination	-34-
XVII Dates and Signatures	-34-

ADDENDA TO STANDARD FORM

ARTICLE NO.	Page
..... Agreement Dates	-38-
I..... Zones, Wage Rate & Fringe Fund Schedules	-38-
II Work Day, Work Week, Overtime, Holidays	-45-
III..... Shift Work.....	-48-
IV..... Travel Time Pay, Mileage Pay	-49-

V	Payment of Wages and Show-up Time	-50-
VI	Supervision.....	-51-
VII.....	Joint Apprenticeship Program.....	-54-
VIII	Welfare Plan	-61-
IX	Industry Promotion Fund.....	-62-
X	Pension Plans / 401k Plan.....	-63-
XI	Payments to the Welfare Fund, Joint Apprenticeship Fund, International Training Institute, Industry Promotion Fund, Local and National Pension Funds, 401K Plan, SASMI, National Energy Management Institute, SMOHIT, Equality Fund, Youth to Youth Fund, and Journeyman Training Fund	-66-
XII.....	Bonding.....	-68-
XIII	Contractor’s Responsibility	-73-
XIV	Journeymen Evaluation	-73-
XV.....	Joint Adjustment Board	-74-
XVI	Steward and Business Representatives	-75-
XVII	Work Rules.....	-76-
XVIII.....	Union Jurisdiction.....	-76-
XIX	Tools	-76-
XX.....	Mutual Cooperation.....	-77-
XXI	Referral Procedure.....	-77-
XXII	Termination Slips.....	-79-
XXIII.....	Eligible Employers	-79-
XXIV	Payroll Information	-80-
XXV	Union Rights	-80-
XXVI.....	Service, Maintenance and Repair Work.....	-81-

XXVII	Union Labels	-82-
XXVIII	Lunch and Coffee Breaks	-83-
XXIX	Safety / Drug Test Program	-83-
XXX	Welder's Certification	-85-
XXXI	Picket Line Clause	-86-
XXXII	Double-Breasted Operation	-86-
XXXIII	Savings Clause	-87-
XXXIV	Physically Handicapped and Super Annuated Employees	-88-
XXXV	Residential Supplemental Agreement	-88-
XXXVI	Light Commercial and Tenant Improvement Agreement	-89-
XXXVII	National Stabilization Agreement of the Sheet Metal Industry (SASMI)	-90-
XXXVIII	Sheet Metal Occupational Health Institute Trust (SMOHIT)	-91-
XXXIX	Equality Fund	-91-
XL	Journeyman Upgrading Fund	-93-
XLI	Joint Apprenticeship Education Fund	-93-
XLII	Working Dues/Assessment-Youth to Youth Authorization	-94-
XLIII	SMART Per Capita Tax Assessment Authorization	-97-
XLIV	Signatures	-99-
EXHIBIT A	Dispatching Procedures	-100-

A-08-11
STANDARD FORM OF
UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING
AND AIR CONDITIONING
CONTRACTING DIVISIONS OF THE CONSTRUCTION
INDUSTRY

Agreement entered into July 1, 2019 by and between Sheet Metal & Air Conditioning National Association, Arizona Chapter (SMACNA Arizona) and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 359 of International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) hereinafter referred to as the Union for Apache, Coconino, Gila, Maricopa, Mohave, Navajo, Yavapai and Yuma Counties, and that portion of Graham, Greenlee, and Pinal Counties north of the 33rd parallel.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment 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 conveyor systems, 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 of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or

computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of SMART.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor 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

SECTION 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, 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 jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, pre-apprentice and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

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) 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 such 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 the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. 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.

SECTION 3. 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 4. 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 enforcement 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.

SECTION 5. The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20th day of

each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Local Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive days, Monday through Friday, eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of 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 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one & one-half (1 ½) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Refer to Article II of the Addenda to the Standard Form of Union Agreement.

SECTION 3. 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 Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees 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 written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of Article I & II of the Addenda, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the 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 job 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 by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

ARTICLE VIII

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 in accordance with Article I of the Addenda, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with SMART, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. 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
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fitting for residential installation and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
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 be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, apprentice, pre-apprentice and classified 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. When the Employer has any work specified in Article I of this Agreement to be performed outside of 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 & Transportation Workers Union (SMART) and qualified sheet metal workers are available in such area, the Employer 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 Employer's home jurisdiction. 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 the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail & Transportation Workers Union (SMART) covering the area then the minimum conditions of the home local union shall apply.

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 from other areas.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 9. Wages at the established rates specified herein shall be paid in accordance with the provisions established in Article V of the Addenda to this Standard Form of Union Agreement, in the shop or on the job at or before quitting time at least once per week, and no more than three (3) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

SECTION 10. Journeymen, apprentice, pre-apprentice and classified sheet metal workers who report for work by direction of the Employer, and are not placed 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.

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. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

SECTION 12(a). Contributions provided for in Section 12(b) 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 any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the International Association of Sheet Metal, Air, Rail and Transportation Workers of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151 -1219, or for the purpose of transmittal, through Sheet Metal & Air Conditioning National Association, Arizona Chapter.

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately

and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

SECTION 13(a). Contributions provided for in Section 13(b) 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 any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay to the Sheet Metal and Air Conditioning Trades Industry Program (herein after referred to as the local industry fund) the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the local industry fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of

this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

SECTION 14. The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 15. Effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Employers shall submit a remittance report and required contributions to the Fund office no later than the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or, for purposes of collection and transmittal

electronically via the Fund's on-line reporting and remittance system at www.smwnbf.org.

Effective as of the date of this Agreement, the Employer shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Employers shall submit a remittance report and required contributions to the Fund office no later than the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or, for purposes of collection and transmittal electronically via the Fund's on-line reporting and remittance system at www.smwnbf.org.

Effective as of the date of this Agreement, the Employer shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Employers shall submit a remittance report and required contributions to the Fund office no later than the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or, for purposes of collection and transmittal electronically via the Fund's on-line reporting and remittance system at www.smwnbf.org.

The parties authorize the trustees of all National Funds (as

defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents 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 documents.

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within ten (10) days notice of such

delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 17(a). The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

(b). When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of three (3) consecutive months.

SECTION 18: This Section relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First

Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule. The Local Union shall allocate from the wage & fringe package sufficient monies to make all contribution increases required by the NPF under the First Alternative Schedule or any amendments thereto.

(a). For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1 ½), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half or two times the hourly NPF contribution rate respectively, for such hours. The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, and school, unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.

(b). Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).

(c). All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at www.smwnbf.org.

(d). The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustee may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

SECTION 19: (a). Commencing July 1, 2016, the Employer shall make contributions in the amount of \$ ____ cents per hour paid (Refer to Article I, of the Addenda to the SFUA) excluding Holiday, Vacation and Sick hours, for each employee covered by this Agreement to the National Stabilization Agreement of the Sheet Metal Industry Trust Fund (SASMI). This cents per hour paid contribution amount shall be, and shall remain, at all times, equal to the sum of: (a) three percent (3%) of the amount of wages due at the gross contractual hourly wage rate for the classification plus (b) three percent (3%) of any and all contributions payable by an

employer to the following fringe benefit plans or programs; pension, annuity, 401k and retirement plans of any kind, and health and welfare benefit plans. *This cents per hour paid contribution rate shall automatically change to reflect any and all changes that may occur in contractual wage rates and fringe benefit plans and programs during the term of this Agreement.*

(b). The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust of the National Stabilization Agreement of the Sheet Metal Industry Trust Fund, as amended from time to time, and further agrees to be bound by all lawfully adopted Plan documents, policies and rules and regulations approved by the Board of Trustees.

(c). All contributions shall be made to SASMI or its designated collection agent at such time and in such manner as the Trustees require and the Trustees may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust and SASMI policies and rules. A failure by the Employer to make contributions to SASMI in a timely manner shall subject the Employer to any and all remedies that SASMI may have available to it by contract or by law, including remedies set forth in the approved delinquency and collection policy adopted by the Board of Trustees, as amended from time to time.

ARTICLE IX

SECTION 1. Journeymen, apprentice, pre-apprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

SECTION 2. Journeymen, apprentice, pre-apprentice and classified 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 at starting time or from shop or job to home at quitting time.

ARTICLE X

The Union and the Employer, whether party to this Agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this Article.

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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 thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. The Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of

the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the

National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

SECTION 5. A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board, P.O. Box 220956,
Chantilly, VA 20153-0956**

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the

parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(b). Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

(c). The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each

and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

(d). Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

SECTION 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

SECTION 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the NJAB to resolve disputes over the initial establishment or amendment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement, or amendment thereof, have been unsuccessful. Such a dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by said Board. The unanimous decisions of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 11. In administering and conducting dispute

resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. 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 by 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.

(a). The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement Program, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided,

however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First year —First half 40%-Second half 45%

Second year—First half 50%-Second half 55%

Third year —First half 60%-Second half 65%

Fourth year —First half 70%-Second half 75%

Fifth year (where applicable) First half 80% - Second half 85%

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

SECTION 7. The parties will establish on a local basis the SMART Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

SECTION 9. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

ARTICLE XII

SECTION 1. Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local Joint Apprenticeship and Training Fund.

SECTION 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following

components: owner mandated reasonable suspicion, post accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

ARTICLE XIII

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 (refer to Article VII of the Addenda) on the basis of one (1) pre-apprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) 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 request to furnish a pre-apprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices shall be enrolled 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 during the first year of employment. No pre-apprentice shall be retained

beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be a minimum of forty-five (45%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of fifteen cents (\$0.15) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIV

SECTION 1. Classified workers may be employed in the following ratio:

one (1) classified worker for any Employer who employs an apprentice;
two (2) classified workers for any Employer who employs at least three (3) apprentices;
thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

In the event the Employer is entitled to employ a classified

worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XV

SECTION 1. SMACNA Arizona and SMART Local Union No. 359 are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE XVI

SECTION 1. In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

ARTICLE XVII

SECTION 1. This Agreement and Addenda Numbers Article I through Article XLIII and Exhibit A attached hereto shall become effective on the 1st day of July, 2019 and remain in full force and effect until the 30th day of June, 2023 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 effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in

full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

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

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes Sheet Metal & Air Conditioning National Association, Arizona Chapter to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 1st day of July, 2019.

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PRE-APPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers, nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the International Association

of Sheet Metal, Air, Rail and Transportation Workers nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

**Sheet Metal & Air Conditioning National Association,
Arizona Chapter**

515 E. Carefree Highway, #350

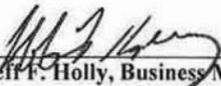
Phoenix, AZ 85085



By: Darrell Fox, Chairman

SMACNA Arizona Labor Negotiations Committee

**International Association of Sheet Metal,
Air, Rail and Transportation Workers,
Local Union No. 359**



By: Jeff F. Holly, Business Manager

SMART Local Union No. 359

ADDENDA TO THE STANDARD FORM OF UNION AGREEMENT

This agreement, AZ. 07-19, is made and entered into this 1st day of July, 2019 by and between the Sheet Metal & Air Conditioning National Association, Arizona Chapter and the International Association of the Sheet Metal, Air, Rail and Transportation Workers, hereinafter called SMART Local Union No. 359, including those counties set forth on page 1 of the attached Standard Form of Union Agreement, known as A-08-11, as contained herein.

It is agreed that through Resolution 78 terms and conditions in the agreement may be modified as per the International Constitution and Ritual by the Local Union Business Manager.

ARTICLE I ZONES, WAGE RATES AND FRINGE FUND SCHEDULES

A. There shall be an established zone center for the Phoenix and metropolitan area geographically located with the radius point at the intersection of Central and Washington.

B. There shall also be established zones with zone centers in general designated as the city hall or city administration building in Flagstaff, Kingman, Prescott, Lake Havasu City and Yuma or in any other city or town in the geographical jurisdiction of Local Union No. 359, where Local Union No. 359 established a unit or where a signatory employer has a permanently established shop location. Shops established on or near job sites after the job award will not be considered as permanently established. The area within a forty (40) mile radius of such designated centers shall be known as Zone 1.

C. This zone system will apply only when employees are required to report to the job at the regular starting time and leave the job at the regular quitting time from home to job and job to home, unless requested to go from Zone 1 to Zone 2 and back to Zone 1, all in the same day.

D. Employees required to report to jobs in these zones shall report on the job site at the scheduled starting time and quit at the scheduled quitting time as set forth in the Article II of the Addenda.

E. The employer shall reimburse each employee up to Twelve-dollars (\$12.00) of parking expenses for each day worked when free parking is not available within two (2) city blocks of jobsite.

F. No Employer may transfer any employee to the job site out of his home zone unless such employer pays the applicable zone rate from his home zone.

G. The Local Union shall certify employees eligible for employment on the job site.

H. For all work each day an employee reports to the shop for work assignments, the employer shall furnish transportation from shop to job, job to job and job to shop.

I. When an employer has work available in any established zone area other than his home zone area and there are resident workmen available and registered for work on the Union's out- of-work list, the employer may secure these workmen in the manner established in Exhibit A, Dispatching Procedure of this Addenda.

J. Resident workmen will be considered as such only

when the dispatcher is satisfied with proof of residence (in the zone area where the work is available) for a period of at least thirty (30) calendar days prior to the date of the employer's work award.

K. Rates of pay for resident workmen shall be in accordance with the applicable zone schedule in effect from the resident home zone center.

L. All other workmen employed for work on the job shall be paid in accordance with the applicable zone rates in effect from the employer's home zone center.

M. Zones

Zone 1 - 1 to 80 miles is a free zone

Zone 2 - 81 miles and beyond - \$100.00 per day subsistence

**** Subsistence pay shall be made to the employee by the employer on a separate check, not to be added to hourly wages, and shall not be taxed. The first subsistence check will be paid within 5 (five) business days. Zones to be established by GPS.

N. All wages listed below shall have a non-taxed twenty-five cent (\$0.25) per hour employee base deduction for the 401K Plan.



Sheet Metal Air, Rail & Transportation Workers Local Union 359 (SMART) * 2604 E Adams St, Phoenix, AZ 85034-1409* (602) 273-1388

Phoenix Building Trades Journeymen

Effective 7-1-2019 to 6-30-2020

	Employee Deductions (Per Hour)										Employer Contributions (Per Hour)									
	Hourly Rate	Total Wage & Fringe	I&W Dues Assessments	Equality Fund	Youth to Youth	PAC	4010K Rollover Distribution	Retired Union Pension Fund	Local Health & Welfare Fund	IAFF Affil. Pension Fund	Industry Pension Fund	4010K Contribution	Merit of Merit Pension Fund	Jurisdiction Upgrade	International Pension Institute	SMART	MMB	Major/ SASMI Contributions	SASMI	
Journeyman	\$36.15	\$55.41	\$ 0.17	\$0.75	\$0.44	\$-	\$0.25	\$1.66	\$ 7.50	\$0.85	\$0.52	\$ 0.35	\$3.07	\$0.06	\$ 0.12	\$0.02	\$0.03	\$35.90	\$ 1.56	
Industrial Rate	\$40.15	\$59.53	\$ 0.17	\$0.75	\$0.44	\$-	\$0.25	\$1.66	\$ 7.50	\$0.85	\$0.52	\$ 0.35	\$3.07	\$0.06	\$ 0.12	\$0.02	\$0.03	\$38.90	\$ 1.68	
Foreman	\$39.15	\$58.41	\$ 0.17	\$0.75	\$0.44	\$-	\$0.25	\$1.66	\$ 7.50	\$0.85	\$0.52	\$ 0.35	\$3.07	\$0.06	\$ 0.12	\$0.02	\$0.03	\$36.90	\$ 1.56	
General Foreman	\$41.15	\$60.41	\$ 0.17	\$0.75	\$0.44	\$-	\$0.25	\$1.66	\$ 7.50	\$0.85	\$0.52	\$ 0.35	\$3.07	\$0.06	\$ 0.12	\$0.02	\$0.03	\$40.90	\$ 1.56	
Superintendent	\$43.15	\$62.41	\$ 0.17	\$0.75	\$0.44	\$-	\$0.25	\$1.66	\$ 7.50	\$0.85	\$0.52	\$ 0.35	\$3.07	\$0.06	\$ 0.12	\$0.02	\$0.03	\$42.90	\$ 1.56	

NOTES:

Effective 8/1/16-Working Dues Assessments increased to 3% of "Total" Wage & Fringe Package on "ALL" hours worked
 Effective 7/1/15-PAC Fund - (Voluntary) Member's to authorize amount to be deducted
 SASMI is calculated by adding wages minus \$25 (401k mandatory) employee deduction, added to H&W, Local Pension, 401k Employer contribution, National Pension Fund x 3% then billed at "cents per hour" for reporting.

ZONES:

- Zone 1 – 1 to 80 miles is Free Zone
- Zone 2 – 81 miles and beyond - \$100.00 per day subsistence. Subsistence pay shall be made to the employee by the employer on a separate check, not to be added to hourly wages, and shall not be taxed.

**IMPORTANT CONTACT INFORMATION FOR REDIRECTING
 YOUTHWEIT SERVICE ADMINISTRATION - 602-249-3592
 PO BOX 43110, PHOENIX, AZ 85060-3110**

NATIONAL BENEFIT FUNDS - IP1 SUPPORT - 800-231-4622 OR ip1@nmwbf.org



Sheet Metal Air, Rail & Transportation Workers Local Union 359 (SMART) * 2604 E Adams St, Phoenix, AZ 85034-1409 *(602) 273-1388
Phoenix Building Trades Apprentices Indentured Prior to 7/1/15
Effective 7-1-2019 to 6-30-2020

	Apprentice Rate Based on Percentage of Journeyman Rate of \$35.10		Employee Deductions (Per Hour)				Employee Contributions (Per Hour)													
	Hourly Rate	Trade/Shop & Fringe	M Working Hours	Health & Welfare	401K Savings	401K Apprenticeship Deduction	Local Union Fund	401K Health Insurance	401K Disability	401K Pension Fund	Retirement	Unemployment Insurance	BOACIT	NEM	Wages for ASME Calculation	ASME Account				
1st Year	1st Term 65%	\$19.88	\$35.05	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.35	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$1.69	\$0.12	\$0.02	\$0.03	\$19.63	\$0.97
1st Year	2nd Term 57%	\$20.61	\$35.86	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.36	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$1.75	\$0.12	\$0.02	\$0.03	\$20.36	\$0.99
2nd Year	3rd Term 60%	\$21.69	\$37.07	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.37	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$1.84	\$0.12	\$0.02	\$0.03	\$21.44	\$1.03
2nd Year	4th Term 62%	\$22.41	\$37.87	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.38	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$1.90	\$0.12	\$0.02	\$0.03	\$22.16	\$1.05
3rd Year	5th Term 65%	\$23.50	\$39.09	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.39	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$2.00	\$0.12	\$0.02	\$0.03	\$23.25	\$1.09
3rd Year	6th Term 70%	\$25.31	\$41.11	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.41	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$2.15	\$0.12	\$0.02	\$0.03	\$25.06	\$1.15
4th Year	7th Term 75%	\$27.11	\$43.13	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.43	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$2.30	\$0.12	\$0.02	\$0.03	\$26.86	\$1.20
4th Year	8th Term 80%	\$28.92	\$45.15	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.45	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$2.46	\$0.12	\$0.02	\$0.03	\$28.67	\$1.26
5th Year	9th Term 85%	\$30.00	\$46.36	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.46	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$2.55	\$0.12	\$0.02	\$0.03	\$29.75	\$1.30
5th Year	10 Term 86%	\$31.09	\$47.57	\$0.17	\$0.56	\$0.44	\$ -	\$0.25	\$0.48	\$7.50	\$3.12	\$0.85	\$0.52	\$0.35	\$2.64	\$0.12	\$0.02	\$0.03	\$30.84	\$1.33

*Note:- there are no longer apprentices dispatched under terms 1 through 7

NOTES:

Effective 8/1/16-Working Dues Assessments increased to 1% of "Total" Wage & Fringe Package on "ALL" hours worked
 Effective 7/1/15-PAC Fund - Member's to authorize amount to be deducted
 SASMI is calculated by adding wages minus \$25 (401k mandatory) employee deduction, added to H&W, Local Pension, 401k Employer contribution, National Pension Fund x 3% then billed at "cents per hour" for reporting.

ZONES:

Zone 1 – 1 to 80 miles is Free Zone
 Zone 2 – 81 miles and beyond - \$100.00 per day subsistence. Subsistence pay shall be made to the employee by the employer on a separate check, not to be added to hourly wages, and shall not be taxed.

MEDICAL CONTACT INFORMATION FOR REPORTING
 LOCAL UNION 359 (SMART)
 2604 E ADAMS ST, PHOENIX, AZ 85034

NATIONAL BENEFIT FUND - 301 UNIVERSITY - 2ND FLOOR - PHOENIX, AZ 85016



**Sheet Metal Air, Rail & Transportation Workers Local 359 (SMART) * 2604 E Adams St, Phoenix, AZ 85034-1409*(602) 273-1388
Phoenix Building Trades Apprentices
Effective 7-1-2019 to 6-30-2020**

		Apprentice Rate Based on Percentage of Journeyman Rate of \$36.15										Employer Contributions (Per Hour)										Employee Deductions (Per Hour)																	
		Hourly Rate	Total Wage & Fringe	W. Working Assessments	Equity Fund	Health & Youth	Paid Voluntary	RDCA (Retiree) Deduction	Medical/Dental/ Vision/ Life	Health & Welfare	Local Pension Fund	Joint Apprenticeship Training Fund	Joint Apprenticeship Education Fund	Natural Pension Fund	Joint Apprenticeship Education Fund	International Institute	SMART	MEM	Wage for Costing SMMI	SMMI Amount	Hourly Rate	Total Wage & Fringe	W. Working Assessments	Equity Fund	Health & Youth	Paid Voluntary	RDCA (Retiree) Deduction	Medical/Dental/ Vision/ Life	Health & Welfare	Local Pension Fund	Joint Apprenticeship Training Fund	Joint Apprenticeship Education Fund	Natural Pension Fund	Joint Apprenticeship Education Fund	International Institute	SMART	MEM	Wage for Costing SMMI	SMMI Amount
1st Year	47%	\$16.99	\$29.56	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.30	\$ 7.50	\$0.00	\$0.85	\$0.52	\$1.75	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 16.74	\$ 0.78	\$16.99	\$29.56	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.30	\$ 7.50	\$0.00	\$0.85	\$0.52	\$1.75	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 16.74	\$ 0.78
2nd Year	51%	\$18.44	\$34.42	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.34	\$ 7.50	\$3.12	\$0.85	\$0.52	\$1.90	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 18.19	\$ 0.92	\$18.44	\$34.42	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.34	\$ 7.50	\$3.12	\$0.85	\$0.52	\$1.90	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 18.19	\$ 0.92
3rd Year	56%	\$20.24	\$36.53	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.37	\$ 7.50	\$3.12	\$0.85	\$0.52	\$2.15	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 19.99	\$ 0.98	\$20.24	\$36.53	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.37	\$ 7.50	\$3.12	\$0.85	\$0.52	\$2.15	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 19.99	\$ 0.98
4th Year	64%	\$23.14	\$39.84	\$0.17	\$0.56	\$0.44	\$ -	\$ 0.25	\$0.40	\$ 7.50	\$3.12	\$0.85	\$0.52	\$2.46	\$ 1.00	\$0.12	\$0.02	\$0.03	\$22.89	\$ 1.08	\$23.14	\$39.84	\$0.17	\$0.56	\$0.44	\$ -	\$ 0.25	\$0.40	\$ 7.50	\$3.12	\$0.85	\$0.52	\$2.46	\$ 1.00	\$0.12	\$0.02	\$0.03	\$22.89	\$ 1.08
5th Year	71%	\$25.67	\$42.63	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.43	\$ 7.50	\$3.12	\$0.85	\$0.52	\$2.64	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 25.42	\$ 1.16	\$25.67	\$42.63	\$ 0.17	\$0.56	\$ 0.44	\$ -	\$ 0.25	\$ 0.43	\$ 7.50	\$3.12	\$0.85	\$0.52	\$2.64	\$ 1.00	\$ 0.12	\$ 0.02	\$ 0.03	\$ 25.42	\$ 1.16

NOTES:

Effective 8/1/16-Working Dues Assessments increased to 1% of "Total" Wage & Fringe Package on "ALL" hours worked
 Effective 7/1/15-PAC Fund - Member's to authorize amount to be deducted
 SASMI is calculated by adding wages minus \$.25 (401k mandatory) employee deduction, added to H&W, Local Pension, 401k Employer contribution, National Pension Fund x 3% then billed at "cents per hour" for reporting.

Note: Effective 7-1-2019 Arizona JATC is a 5-Year 5-Term Apprenticeship Program

ZONES:

- Zone 1 – 1 to 80 miles is Free Zone
- Zone 2 – 81 miles and beyond - \$100.00 per day subsistence. Subsistence pay shall be made to the employee by the employer on a separate check, not to be added to hourly wages, and shall not be taxed.

**IMPORTANT CONTACT INFORMATION FOR REPORTING
SOUTHWEST SERVICE ADMINISTRATORS - 602-249-3592
PO BOX 43190, PHOENIX, AZ 85060-3110**

NATIONAL BENEFIT FUNDS - IP5 SUPPORT - 800-231-4622 OR ip5@mumbf.org



Sheet Metal Air, Rail & Transportation Workers Local Union 355 (SMART) • 2604 E Adams St, Phoenix, AZ 85034-1409 • (602) 273-1388

**Phoenix Building Trades Tradesmen
Effective 7-1-2019 to 6-30-2020**

Tradesmen are paid no more than 70% of a Building Journeyman	Employee Deductions(Per Hour)		Employer Contributions(Per Hour)								
	Hourly Rate	M Working Assessment Yearly Total	Working Dues Assessment % of Hourly Rate & Top	Health & Welfare (Temporary Fund)	Health & Welfare (Permanent Fund)	Retirement (Temporary Fund)	Retirement (Permanent Fund)	SEICAT	NEHA		
Tradesman	\$14.00	\$ 0.17	\$ 0.34	\$ 0.22	\$6.00	\$0.85	\$0.52	\$ 0.15	\$ 0.12	\$ 0.02	\$ 0.03
Total package	\$21.69										

**Phoenix Building Trades Senior Tradesmen
Effective 7-1-2019 to 6-30-2020**

SR, Tradesmen are paid no more than 70% of a Building Trades Journeyman	Employee Deductions(Per Hour)		Employer Contributions(Per Hour)									
	Hourly Rate	M Working Assessment Yearly Total	Working Dues Assessment % of Hourly Rate & Top	Health & Welfare (Temporary Fund)	Health & Welfare (Permanent Fund)	Retirement (Temporary Fund)	Retirement (Permanent Fund)	SEICAT	NEHA			
Tradesman	\$18.08	\$ 0.17	\$ 0.34	\$ 0.27	\$6.00	\$0.21	\$0.41	\$1.80	\$0.15	\$ 0.12	\$ 0.02	\$ 0.03
Total package	\$26.82											

NOTES:

Effective 8/1/16-Working Dues Assessments increased to 1% of "Total" Wage & Fringe Package on "ALL" hours worked
Effective 1/1/15-National Pension for Tradesmen is 5% of Journeyman Contribution or \$.15, which ever is greater beginning the 90th day of employment

Zone 1 – 1 to 80 miles is Free Zone

Zone 2 – 81 miles and beyond - \$100.00 per day subsistence. Subsistence pay shall be made to the employee by the employer on a separate check, not to be added to hourly wages, and shall not be taxed.

**IMPORTANT CONTACT INFORMATION FOR REPORTING
SOUTHWEST SERVICE ADMINISTRATORS - 602-249-3392
PO BOX 4316, PHOENIX, AZ 85068-3116**

NATIONAL BENEFIT FUNDS - IP1 SUPPORT - 800-231-4622 OR ip1@nmunbf.org

O. The contract shall be opened for discussion of any ARTICLE or part thereof upon agreement of both parties.

To open the agreement, either party must give written notice of their intent to the other party, by certified U.S. mail thirty (30) days in advance of proposed opening.

If either party opens the agreement, both parties shall agree to meet and confer in good faith. Neither party shall be obligated to discuss any existing terms or conditions except those relating to the stated purpose of the opening.

The wage rates established in Article I of the Addenda to this Agreement shall remain in effect until both parties agree to any change pursuant to the terms of this Agreement. An open E-Board Management meeting will be convened semi-annually. Participation in such meetings will be on a voluntary basis and shall not be deemed to constitute the opening of any term of this agreement. Any agreements reached in such meetings are subject to the approval of each body.

Both parties agree that neither side shall take part in, or cause any actions such as lockouts, slow downs, or strikes as a tool for bargaining during the agreed upon contract openers.

ARTICLE II

WORK DAY, WORK WEEK, OVERTIME, HOLIDAYS

A. The regular straight time work shift/work week will consist of eight (8) hours labor in the shop or on the job Monday through Friday, with the exception of jobs that are on four (4) ten (10) hour day schedules. All work beyond the regularly scheduled work shift must be compensated at the applicable overtime rate which shall be time and one half (1 ½ for 1).

Definition of four (4) ten (10) hours a day work week.

(A work week consisting of four (4) consecutive ten (10) hour days worked during the regularly scheduled work week. Any work performed otherwise shall revert to the regular five (5)

eight (8) hours per day schedule with applicable overtime rates).

There shall be no banking or switching of hours by the employer or employee during the pay period, excepting weeks in which a holiday falls. There shall be no make up days for weather or other missed days if not the fault of the employee. (Saturdays Sundays and Holidays excluded). Any make up time or overtime shall be voluntary and at the discretion of the employee.

B. All work outside the established workweek and regular work shift will be on a voluntary basis.

C.(1) The straight time work day shift will start no earlier than 5:00 a.m. and no later than 8:00 a.m. and end no later than 4:30 p.m.

(2) An Employer may establish an earlier starting time for a job provided the union agrees and the same earlier starting time continues for not less than three (3) consecutive working days.

D. The starting time for the regular straight time shift prior to 8:00 a.m. will be uniform for all employees for no less than three (3) consecutive work days except in cases of a split crew operation. In case of a split crew operation the starting time of either the shop crew or field crews prior to 8:00 a.m. will be uniform for no less than three (3) consecutive work days for all employees of the respective crew. If an employer elected to stagger the starting times of his shop employees, the names of the employees and their respective starting time will be posted on a bulletin board.

E. All overtime Monday through Saturday shall be paid at the time and one half (1½ to 1) rate. All work performed on Sunday shall be double time (2 for 1) the applicable zone rate in

effect (Labor Day and Christmas Day excepted). This section will apply only after the guidelines in section A have been followed (Sundays and Holidays excepted).

F. If work is to extend beyond ten (10) hours or if required to work longer than six (6) hours from the regular scheduled meal time, employer shall furnish a suitable meal, or time off not to exceed thirty (30) minutes.

G. New Year's Day, President's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Eve Day shall be "designated holidays"; any work performed on those days and the days observed as such shall be paid for at double time (2 for 1) the applicable zone rate in effect. All holidays to begin at 12:00 am except for shift work.

H. Labor Day and Christmas Day shall also be "designated holidays"; any work performed on these days and the days observed as such shall be paid for at triple time (3 for 1) the applicable zone rate in effect.

I. When a designated holiday falls on Sunday, Monday shall be observed as the designated holiday as well as shall Sunday; both days shall be double time (2 for 1) days if worked. When a designated holiday falls on a Saturday, Friday shall be observed as the holiday as well as shall Saturday; both days shall be double time (2 for 1) days if worked. (Labor Day and Christmas Day excepted).

J. Prior to commencement of overtime work, the Steward, foreman, or immediate supervisor is requested to call the Union office, with the names of persons working, location of the job, and approximate hours to be worked outside of the regular work day.

K. On jobsites with five (5) or more employees the employees shall be notified directly by an employer representative at least two (2) hours prior to the start of overtime.

Employees that are not notified shall be compensated at the 2 for 1 applicable pay rate in effect for up to the first two (2) hours.

L. It is hereby agreed that all work will be performed during the regular working day wherever possible and these provisions for overtime are made for cases of emergency and based on the mutual consent of the union, the employer and the employees.

M. It is hereby agreed that all work performed outside the regularly scheduled work day shall have a journeyman/apprentice/tradesmen worker ratio consistent with Article VII of the Addenda to the Standard Form of Union Agreement.

ARTICLE III SHIFT WORK

A. When three (3) shifts are worked, the second shift or swing shift shall begin no later than 6:00 p.m. The third or graveyard shift shall begin no later than 2:00 a.m. Each shift with three (3) or more men must have a working foreman.

B. When two (2) shifts are worked the starting time of the second shift will be at the discretion of the employer. Each shift with three (3) or more men must have a working foreman.

C. The straight time shift rates of pay for work performed on new construction (green field), industrial and semiconductor sites in accordance with this Article III shall be a fifteen percent (15%) increase over straight time shift rates schedule in Article 1, Zones, wage rates and fringe fund

schedules of this Addenda to the Standard Form of Union Agreement. Shift rates for all other work performed shall be a seven percent (7%) increase, with prior approval from SMART 359 Business Manager.

D. Shift work will be considered as such only when it is two (2) continuous workdays or nights otherwise the overtime provisions of Article II in the case of single day shift operations shall apply.

E. All work on second and third shifts will be in accordance with all of the provisions of this Addenda and the Standard Form of Union Agreement except these specific deviations set forth in this Article III of which shall supersede.

All shift work on holidays shall be considered starting at 2:00 am and ending 24 hours later.

ARTICLE IV TRAVEL TIME PAY, MILEAGE PAY

A. The rate of pay for travel time will be Zone 1 Straight Time Shift Rate in effect at the time of travel for actual time traveled.

B. Travel time pay will apply only when the employer requests an employee to drive a company vehicle to a job and/or from a job for the conveyance of materials and/or equipment and when employees are transferred from shop to job, job to job or job to shop during the regular scheduled work shift. Travel time will not apply from home to job or vendor or from job or vendor to home.

C. Mileage pay for each employee transferred during the work shift from job to job or job to shop who has reported to a job in accordance with Article I of this Addendum will

receive current IRS mileage allowance per mile for each mile traveled, provided the employer did not furnish the employee transportation to the job in the first instance.

D. All employees requested to report to a job site in Zone 2, whose transportation is not provided by the employer to that job site, shall be paid a single round trip sum of money based on current IRS mileage allowance per mile round trip, closest paved highway route to job site.

E. Except for employees who have voluntarily quit the job, all employees rehired or reassigned to the same job after 90 days shall be entitled to mileage pay at current IRS mileage allowance per mile as if it were their initial assignment to the job, under same contract or contractor.

ARTICLE V PAYMENT OF WAGES AND SHOW-UP TIME

A. Wages at the established rates specified herein shall be paid by check or cash in the shop or on the job at or before quitting time at least once per week, and no more than three (3) days pay will be withheld. When payday is a holiday, the last scheduled work day prior to that day will be payday. However, when employees are laid off or discharged, they shall be notified, and paid in full at least one half (1/2) hour prior to termination on the day of layoff or discharge.

Employees that are not notified one half (1/2) hour prior to termination shall be compensated for one (1) hour pay at applicable rate or shift pay not later than the next scheduled pay day.

B. When an employee quits he will be paid in full within a twenty four (24) hour period, provided he notifies his employer and the Local Union immediately of his intention, but

he will not be paid later than the next scheduled payday without request for pay.

C. Employees not paid in accordance with Article V, Section A and B, will be paid for actual waiting time at the regular straight time shift rate until paid but not to exceed four (4) hours waiting time pay first day and will be paid two (2) hours pay at his regular straight time shift rate for each additional day or fraction thereof elapsed time.

D. Employees covered by this Agreement who report for work by direction of the employer will be paid for show-up time as follows:

Zone 1 - 2 hours straight time shift rate

Zone 2 - 4 hours straight time shift rate

This provision shall not apply under conditions over which the employer has no control, unless the employee has started his regular work shift in which case the employee will be paid for all time worked.

ARTICLE VI SUPERVISION

A. General

1. All Sheet Metal Workers shall be directed by a Foreman, General Foreman, and Superintendent Sheet Metal Worker, an officer of the company or Project Manager.

2. Each signatory employer must have a foreman.

3.(a). Journeymen, registered apprentices, and tradesmen sheet metal workers shall receive orders from a sheet metal worker foreman.

(b). Notwithstanding the provisions of paragraph

A2(a) of this Article, when the jobsite requires a general foreman as provided for in paragraph G-3 in this Article, he and only he, shall instruct the foreman and the foreman in turn shall instruct the journeymen, registered apprentices, and tradesmen. If the jobsite has no foreman, the general foreman or superintendent or designated supervisor may instruct the journeymen, registered apprentices, and tradesmen.

4. All foremen and general foremen shall be permitted to perform work with tools as requested by his employer.

5. All general foremen or foremen shall have worked at least one (1) year as a member in Local Union No. 359 within the last three (3) years in the jurisdiction of Local Union No. 359, with the exception of the men who come within the jurisdiction of Local Union No. 359 from another area under the two (2) man rule. This section 4 may be waived by the Business Manager on a case by case basis for organizing purposes.

B. Foreman

1. A foreman is a journeyman sheet metal worker having other sheet metal workers under his supervision or instruction.

2. A foreman shall receive three dollars (\$3.00) above the applicable zone wage rates as described and calculated in Article I, paragraph N, of the Addenda to the Standard Form of Union Agreement.

3. If a foreman is in charge of two or more jobs or projects with crews working simultaneously (not including residential work), he shall be classified as and paid the General Foreman rate.

4. Apprentices who have completed the required training shall also be eligible to become foreman provided they enroll in the next available Foreman's class.

C. General Foreman

1. A general foreman is a journeyman sheet metal worker having other sheet metal workers under his supervision or instruction including foremen.

2. A general foreman shall receive five dollars (\$5.00) above the applicable zone wage rates as described and calculated in Article I, paragraph N, of the Addenda to the Standard Form of Union Agreement.

D. Superintendent

1. A superintendent is a journeyman sheet metal worker having other sheet metal workers under his supervision or instruction including foremen and general foremen. The category of superintendent will apply only when the contractor desires.

2. A superintendent shall receive seven dollars (\$7.00) above the applicable zone wage rates as described and calculated in Article I, paragraph N, of the Addenda to the Standard Form of Union Agreement.

E. Shop

1. Each sheet metal shop must have a foreman.

F. Residential Jobsite

1. A tract of houses or multiple family units in one common location will be considered one jobsite. An apartment building or a group of apartment buildings in one common location will be considered one jobsite.

2. Each jobsite with more than three (3) sheet metal workers must have a foreman.

G. All other shops and jobsites

1. Each shop and jobsite with three (3) or more but less than eleven (11) sheet metal workers must have a foreman.

2. Each shop and jobsite with eleven (11) but less than twenty-one (21) sheet metal workers must have two (2) foremen.

3. Each shop and jobsite with twenty-one (21) but less than thirty-one (31) sheet metal workers must have three (3) foremen, one (1) general foreman.

4. For each additional ten (10) sheet metal workers above thirty (30) there must be another foreman.

5. Each firm with thirty (30) or more sheet metal workers employed must have a general foreman.

ARTICLE VII JOINT APPRENTICESHIP PROGRAM

A. It is agreed that employers signatory to the "Apprenticeship and Training Standards for the Sheet Metal Industry" compiled by the Arizona Sheet Metal Joint Apprenticeship and Training Committee may secure from the Joint Apprenticeship Committee, apprentices eligible for employment from the established apprentice pool.

B. It is further agreed that apprentices and apprenticeship training are for the purpose of creating skilled craftsmen for the future of the Sheet Metal Industry. Therefore, the Joint Apprenticeship and Training Committee will move apprentices as necessary to insure proper training. Every effort will be made to minimize disruption of the Employers' business and productivity when movement of apprentices is required.

C. Apprentice ratios & recovery work:

It is further agreed that for an employer to be eligible for an apprentice, he must have a minimum of one (1) journeymen employed. An employer may secure one (1) apprentice for each Building Trades Journeyman for the first three (3) journeymen employed. The employer would be eligible for the fourth (4) apprentices when the fifth (5) journeymen is hired, the ratio from there on will be three (3) journeymen to one (1) apprentice.

For an employer to be eligible for a tradesman, he must first have three (3) apprentices employed, then he may secure an additional or tradesman for each three (3) journeyman and one (1) apprentice thereafter.

Fifth year apprentices (9th term and 10th term) are not to be counted in the journeyman- apprentice- tradesman ratios.

The above ratios may be adjusted for contractors signatory to Local Union No. 359 in order to allow them the opportunity to be competitive with non-union contractors. These adjustments will be permitted by the Business Manager through the utilization of Resolution 78.

It is also understood that additional ratios will be implemented to allow signatory contractors of Local Union No. 359 the opportunity to be competitive in the recovery work category.

	3	6	9	12	15	18	21
Journeymen	III	III	III	III	III	III	III
Apprentices	III	I	I	I	I	I	I
Tradesmen	I	I	I	I	I	I	I
....AND SO ON							

D. Tradesmen: Tradesmen will be available for new work, in the Recovery Work Category, on all projects bid after July 1, 1999. No tradesman will count on projects requesting or receiving hourly Equality Fund Relief. No tradesman will be allowed on projects bid under Resolution 78 Concessions. It is further agreed that for an employer to be eligible for a tradesman, he must have a minimum of one (1) journeyman employed. Tradesmen may be hired in ratio to apprentices, as follows, for use on recovery work. An employer may secure one (1) tradesmen for one (1) apprentice up to, but no more than, four (4) covered employees; the next apprentice may be secured with the fifth tradesmen; then the ratio goes to three (3) journeymen; and so on; all in accordance with the ratio scale as follows:

Journeymen	I		I	I
Tradesman	I	III	III	III
Apprentices	I	I	I	I
....AND SO ON				

Journeymen, apprentices, and tradesmen may work on any project. Ratios will be on a company basis.

The first worker assigned to any project will be a journeyman. Every eighth worker on a recovery work project will be a journeyman. All supervisory positions will be performed by Local Union No. 359 journeymen, foremen, general foremen, or superintendents. The Local Union will retain the right of dispatching tradesmen.

Journeymen sheet metal workers who are unemployed may apply for work as journeyman/tradesmen sheet metal workers, without losing their position on the out of work (A) list. Journeymen sheet metal workers will have the first priority. Out of work journeymen (voluntarily) to be taken off of the top of the list only. Wage rates for journeymen sheet metal workers employed as journeyman/tradesmen shall be no less than seventy percent (70%) of current journeyman scale. Journeymen working as journeyman/tradesmen will receive full benefits for every hour worked. Payroll deductions for journeymen working as "Journeyman/Tradesmen" shall be as follows: Working Dues check-off – 3% of their total wage and fringe package; there shall be no Equality Fund deduction for journeymen dispatched and working as "Journeyman/Tradesmen."

The rate for tradesmen sheet metal workers will be not less than \$10.00 per hour.

The initial rate of pay shall be established by the Local Union for each non-journeyman tradesman worker. The initial rate shall be determined by proof of experience and/or comprehensive placement testing. Periodic reviews will be performed on each tradesmen worker employed every six (6) months. The maximum rate of pay for a non-journeyman tradesmen sheet metal worker shall not exceed seventy percent

(70%) of the current journeyman scale.

Industrial rates for tradesmen shall be four dollars (\$4.00) above the applicable wage rate in effect, excluding zone 2 subsistence.

Tradesmen cannot exceed the total number of journeymen employed. (This provision does not apply to contractors employing less than twelve (12) full time journeymen.)

Effective July 1, 2016 - Senior Tradesmen will be available for hire under the provisions set forth in this article regarding ratios to apprentices and journeyman on job sites or in the shop. A senior tradesman is defined as a worker with at least two (2) years of trade experience and not currently or previously registered in the Arizona Joint Apprenticeship Training program. The maximum rate of pay for a senior tradesman will not exceed seventy percent (70%) nor be less than fifty percent (50%) of the current journeyman scale. Senior tradesmen will have contributions made on their behalf to the 401(k) Plan. If at any time a senior tradesmen chooses to join the apprenticeship they will then be classified accordingly. Senior tradesmen will be required to complete one (1) Continuing Education Unit (CEU) annually to maintain senior tradesmen status. The ratio for senior tradesmen will be one (1) senior tradesman to one (1) Journeyman and one (1) apprentice on the jobsite or in the shop. Senior tradesmen may perform any work covered by Article I for which they are capable and will work under the general direction of a journeyman. Senior tradesmen shall be evaluated using a method jointly developed by Labor and Management to determine the wages, qualifications, and capabilities to enter the workforce.

In the event the employer is entitled to employ a tradesman or senior tradesman worker, and the union fails to

comply with the Employer's written request to furnish a tradesmen sheet metal worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

RECOVERY WORK DEFINITION. Recovery work shall be defined as 1) light commercial work as defined in Article XXXVI of the Addenda to the Standard Form of Union Agreement, 2) elementary, junior high and high schools, 3) supermarkets, 4) shopping malls, 5) arcades, 6) commercial production facilities, 7) convention halls, 8) penal institutions, 9) destination resorts, 10) casinos, 11) high rise buildings, 12) tenant improvement work (downstream of VAV boxes), 13) residential, 14) hospitals and medical centers under 3 stories.

INDUSTRIAL WORK DEFINITION. Industrial work shall be defined as coal-fired electric power plants, nuclear generating stations, hydro-electric or steam generating stations, oil refineries, paper mills, paper recycling plants, mines and smelters. Industrial rates shall apply to the above-mentioned projects.

E. It is further agreed a contribution by the employer will be paid to the Arizona Sheet Metal Joint Apprenticeship and Training Committee for each hour worked by each journeyman, apprentice, tradesman and senior tradesman, employed. Said contribution to be included on Sheet Metal Trade Trust Funds report as established herein. Contribution rates to be in accordance with the schedule established in Article I of this Addenda to the Standard Form of Union Agreement.

F. This fund is to be used to administer an adequate Joint Apprenticeship Training Program, to pay all salaries for a coordinator on a full-time basis, for any clerical help needed, for all supplies, and any other expenditures necessary and incidental to the Apprenticeship Training Program, all by

establishment and approval of the Joint Apprenticeship Committee. The Apprentice Coordinator will be a hired employee of the Joint Apprenticeship Committee.

G. Graduated wage scale for apprentices shall be established and maintained on a percentage basis of the established wage rate of journeymen sheet metal workers. These rates are set forth in Article I of this Addenda.

H. Employers signatory to the aforementioned Agreement hereby agree to the following:

1. To pay all apprentices in their employ specifically as designated by the local Joint Apprenticeship Committee.

1(a). In the event that an apprentice is dropped from the apprenticeship program for violation of apprenticeship policies, he or she could apply and be dispatched as a tradesman at a reduced rate of sixteen percent (16%) below his or her former apprentice hourly wage rate.

2. That a pool of apprentice applicants is hereby established in each area, hereinafter referred as the "Apprentice Pool."

3. That all new apprentices must come from the "Apprentice Pool" and that there will be no attempt on the part of the employer to bypass this pool.

4. The Trust Agreement negotiated by and between Sheet Metal & Air Conditioning National Association, Arizona Chapter and the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, and all amendments thereto during the term hereof will become binding on all parties bound by the collective bargaining agreement. In this connection, said Trust Agreement will be

deemed incorporated herein by reference the same as if it were expressly set forth.

ARTICLE VIII WELFARE PLAN

A. Employers signatory to this Agreement will make Welfare Plan contributions on all hours which pay is due on all employees covered by this Agreement. These contributions will be sent to the bank designated by the Welfare Plan Trustees on a transmittal form approved by the Welfare Plan Trustees. Contributions will be sent to the bank on a monthly basis in accordance with Article XI of the Addenda.

B. The "bulletin board" copy of the transmittal form will be posted on the bulletin board at the shop or office of the employer for inspection by all employees of the employer covered by this Agreement. This copy will be placed on the bulletin board at the time the original copy is sent to the bank and remain until replaced by the next succeeding monthly report.

C. Said contributions to be paid to the Arizona Sheet Metal Trade Trust Funds Administration Office, as stipulated by the Trustees of said Fund. Said Funds shall be administered by the Joint Board of Trustees in accordance with State and Federal Laws.

D. Contribution rates to be in accordance with the schedule established in Article I of this Addenda to the Standard Form of Union Agreement.

D1. Contribution rates for tradesmen and senior tradesmen shall be eighty percent (80%) of journeyman and apprentice rates.

E. The signatory parties agree that both parties shall be entitled to representation on the Joint Board of Trustees,

composed of Employer Trustees and Union Trustees, members of the Local Union, in accordance with the Trust Agreement.

F. The Trust Agreement negotiated by and between Sheet Metal & Air Conditioning National Association, Arizona Chapter and International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, and all amendments thereto during the term hereof will become binding on all parties bound by this Collective Bargaining Agreement. In this connection, said Trust Agreement will be deemed incorporated herein by reference the same as if it were expressly set forth.

ARTICLE IX INDUSTRY PROMOTION FUND

A. The employer agrees to promote programs of industry education, training, 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, and promote, support and improve the training and employment opportunities for employees. No part of these payments shall be used for political or anti-union activities.

B. If any of the provisions of this article or the trust agreement negotiated between Sheet Metal & Air Conditioning National Association, Arizona Chapter and International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, are in conflict with the provisions of Article VIII, Section 13(a) through 13(d), of the Standard Form of Union Agreement, as contained herein, the provisions of Article VIII, Section 13(a) through 13(d) shall take precedence and all prevail.

C. It is further agreed a contribution by the employer will be paid to the Sheet Metal and Air Conditioning Trades Industry Program. Said contribution rates to be in accordance

with the schedule established in Article I of this Addenda to the Standard Form of Union Agreement. Payment shall be made monthly in accordance with Article XI of this Addenda.

D. Quarterly financial reports of the Industry Fund must be mailed in a timely manner to SMART Local Union No. 359.

E. A joint committee of three management and three labor members will meet to discuss advertising and promotion programs of the Industry Fund.

F. The Trust Agreement negotiated by and between Sheet Metal & Air Conditioning National Association, Arizona Chapter and International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, and all amendments thereto during the term hereof will become binding on all parties bound by this Agreement. In this connection, said Trust Agreement will be deemed incorporated herein by reference the same as if it were expressly set forth.

ARTICLE X PENSION/DEFERRED COMPENSATION PLANS

A. Local Pension Plan.

1. Employers signatory to this Agreement will make Pension Plan contributions on all hours of which pay is due on journeymen, and indentured apprentices (with the exception of the 1st year of Apprentices indentured after July 1, 2015) covered by this Agreement. These contributions will be sent to the bank on a transmittal form as designated in the Article XI and in accordance with the Article XII of this Addenda.

2. The "bulletin board" copy of this transmittal form will be posted on the bulletin board at the shop or office of the employer for inspection by all employees of the employer covered by this

Agreement. This copy will be placed on the bulletin board at the time the original copy is sent to the bank and remain until replaced by the next succeeding monthly report.

3. Said contributions will be made on behalf of all journeymen and indentured apprentices (with the exception of the 1st year for Apprentices indentured after July 1, 2015) covered by this Agreement for all hours and/or partial hours of employment for which pay is due in accordance with the provisions established in the plan, "Standard Form of Participation Agreement" and the "Agreement and Declaration of Trust" for the plan.

4. The signatory parties agree that both parties shall be entitled to representation on the Joint Board of Trustees, composed of Employer Trustees and Union Trustees, members of the Local Union in accordance with the Trust Agreement.

5. The contribution rates are to be in accordance with the schedule established in Article I of this Addenda to the Standard Form of Union Agreement.

6. The Trust Agreement negotiated by and between Sheet Metal & Air Conditioning National Association, Arizona Chapter and International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, and all amendments thereto during the term hereof will become binding on all parties bound by this Collective Bargaining Agreement. In connection, said Trust Agreement will be deemed incorporated herein by reference the same as if it were expressly set forth.

B. National Pension Plan.

1. Employers signatory to this Agreement will make contributions to the Sheet Metal Workers' National Pension Plan in the manner established presently and in the manner as may be changed from time to time by the Trustees of the Sheet Metal

Workers' National Pension Plan.

2. The "bulletin board" copy (or one of the local fringe benefit copies) of the transmittal form will be posted on the bulletin board at the shop or office of the employer for inspection by all employees of the employer covered by this Agreement.

3. Said contributions will be made on behalf of all journeymen, apprentices, tradesmen and senior tradesmen covered by this Agreement for all hours and/or partial hours of employment for which pay is due in accordance with the provisions established in the plan, "Standard Form of Participation Agreement" and the "Agreement and Declaration of Trust" for the plan.

4. The contribution rates are to be in accordance with the schedule established in Article I of the Addenda to the Standard Form of Union Agreement.

5. The "Standard Form of Participation Agreement," (Plan A) and the "Agreement and Declaration of Trust" established by the Sheet Metal Workers' National Pension Fund, and all amendments thereto during the term hereof will become binding on all parties bound by this Agreement. In this connection both said Agreements will be deemed incorporated herein by reference the same as if they were expressly set forth.

6. In the event the cost of benefits provided by the Local and National Pension Funds shall be increased as a result of passage of Federal or State legislation mandating changes in funding and/or vesting requirements to maintain benefits at present levels, the contract will be reopened prior to the expiration date as agreed upon to negotiate only such changes as may be required to meet the requirements of the previously cited Federal and/or State legislation.

C. 401(k) Plan

1. Employers signatory to this Agreement will forward contributions/base deferrals/elective deferrals to the SMART Local Union No. 359 401(k) Plan in the manner presently established and in the manner as may be changed from time to time by the Trustees of the 401(k) Plan.

2. Employees covered by the 401(k) Plan may make elective deferrals as specified in the Plan.

3. The signatory parties agree that both parties shall be entitled to representation on the Joint Board of Trustees, composed of Employer Trustees and Union Trustees in accordance with the Trust Agreement for the 401(k) Plan.

4. The Trust Agreement negotiated by and between Sheet Metal & Air Conditioning National Association, Arizona Chapter and International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, and all Amendments thereto during the term hereof will become binding on all parties bound by this Collective Bargaining Agreement. In connection therewith, said Trust Agreement will be deemed incorporated herein by reference the same as if it were expressly set forth.

**ARTICLE XI
PAYMENTS TO THE WELFARE FUND, JOINT
APPRENTICESHIP FUND,
INTERNATIONAL TRAINING
INSTITUTE, INDUSTRY PROMOTION, LOCAL AND
NATIONAL PENSION FUNDS,
401K PLAN, S.A.S.M.I., NATIONAL ENERGY
MANAGEMENT INSTITUTE, SMOHIT,
EQUALITY FUND, YOUTH TO YOUTH FUND,
JOURNEYMAN TRAINING FUND AND JOINT
APPRENTICESHIP EDUCATION FUND**

A. Payments to the Welfare Fund, Joint Apprenticeship Fund, Industry Promotion Fund, Local and National Pension

Funds, 401K PLAN, S.A.S.M.I., SMOHIT, Equality Fund, International Training Institute, National Energy Management Institute, Youth to Youth Fund, Journeyman Training Fund and the Joint Apprenticeship Education fund shall be due by the fifth (5th) day of each month for the number of hours worked by employees represented by Local Union No. 359 for the previous month, and if not paid by the fifteenth (15th) day of the month the employer shall pay a fifteen percent (15%) liquidated damage on all funds for that month.

B. No employer shall be entitled to sign or become a party to this Agreement if he is delinquent in payments to the Welfare Fund, Joint Apprenticeship Fund, Industry Promotion Fund, Local and National Pension Funds, 401K Plan, S.A.S.M.I., SMOHIT, Equality Fund, International Training Institute, National Energy Management Institute, Youth to Youth Fund, Journeyman Training Fund and Joint Apprenticeship Education Fund.

C. There hereby is established priority for the payment of fringe fund contributions, and 401K deductions in the event a contractor does not, and is unable to pay his fringe fund contributions in full. All money collected shall be paid to the 401K Plan before any other allocation is made. If any money remains after payment to the 401K Plan, the balance shall be allocated on a pro rata basis in proportion to each funds' hourly contribution rate to Health and Welfare, Local and National Pension, Apprenticeship Fund, International Training Institute, Industry Promotion Fund, S.A.S.M.I., SMOHIT, Equality Fund, National Energy Management Institute, Youth to Youth Fund, Journeyman Training Fund and Joint Apprenticeship Education Fund.

ARTICLE XII BONDING

1. General

The Board of Trustees of the SMART Local Union No. 359 Pension Fund and Health and Welfare Fund shall monitor bond amounts and insure bonds are current and in place.

A. Any employer who becomes delinquent in payments to the Welfare Fund, Joint Apprenticeship Fund, Local and National Pension Funds, Industry Promotion Fund, 401K Plan, National Energy Management Institute, SMOHIT, Equality Fund, International Training Institute, Youth to Youth Fund, Journeyman Training Fund, SMART Working Assessment, S.A.S.M.I or Joint Apprenticeship Education Fund for any reason shall produce upon demand to the Union a cashier's check or money order payable to the Union for the use and benefit of the Arizona Sheet Metal Trade Trust Funds, the Sheet Metal Workers' National Pension Fund, and those employees from whom deductions have been made.

B 1. In addition, any employer who becomes delinquent in payments to the Welfare Fund, Joint Apprenticeship Fund, 401K Plan, Local and National Pension Funds, Industry Promotion Fund, National Energy Management Institute, SMOHIT, Equality Fund, International Training Institute, Youth to Youth Fund, Journeyman Training Fund, SMART Working Assessment, S.A.S.M.I or Joint Apprenticeship Education Fund shall pay a fifteen percent (15%) liquidated damage on all funds due for the month.

2. Collections.

If any individual employer defaults in the payment of any payments due the herein above described funds and 401K Plan in addition to the amount due and liquidated damages provided for in this article, there shall be added to the obligations of the

defaulter all reasonable expenses incurred by such funds or the administrators of the 401K Plan in the collection of the same including, but not limited to, reasonable attorney's fees and accountant's fees, cost of attachment bond and court costs.

3. In addition, any contractor who becomes signatory to this Agreement or who employs journeymen, apprentice, tradesmen or senior tradesmen, sheet metal workers dispatched through the referral procedure described in Article XXI of this Addendum will be required to furnish a cash or indemnity bond in an amount equivalent to three thousand dollars (\$3,000.00) per employee based on the average number of employees employed during the immediate preceding three (3) month period. The \$3,000.00 bond shall be effective on the anniversary date of the bond or by January 1, of the subsequent year, whichever comes first.

C. In the event the delinquent employer does not comply with the provisions as set forth in paragraphs A, B and C of this Article XII, the Union shall withdraw from the employer all employees covered by this Collective Bargaining Agreement and may take all other legal economic actions which the Union deems appropriate, and upon compliance with the provisions in issue, to the satisfaction of the Union, the employer may requisition employees for employment in accordance with Exhibit "A", to Dispatching Procedures of this Addenda to the Standard Form of Union Agreement and the Union will furnish employees in accordance therewith.

D. The indemnity bond referred to in paragraph B. 3. above shall be in substantially the following form:

EMPLOYER'S BOND
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as principal, and

as surety, a corporation duly qualified to act as surety in the State of Arizona, are held and firmly bond unto International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359, as obligee, for the use and benefit of the employees of the principal and any other persons, trust funds, or trustees of trust funds, to whom fringe benefit contributions or deductions are to be paid under the terms of the Collective Bargaining Agreement between said SMART Local Union No. 359 and the Sheet Metal & Air Conditioning National Association, Arizona Chapter having an effective date of July 1, 2019 to be paid under any modification, renewal, extension or supplement thereof, or any subsequent Collective Bargaining Agreement which may be entered into between the parties, in the sum of Dollars (\$), for the payment of which said principal binds itself and its successors, jointly and severally, firmly by these presents.

The conditions of the above obligation are as follow

1. Whereas, said principal, as a contractor, has entered into a Collective Bargaining Agreement with obligee, which agreement provides, among other things, for fringe benefit contributions to certain trust funds for the benefit of the contractor's employees, and for the transmittal of wage deductions to a certain bank as part of a vacation savings plan.

2. Whereas, said Collective Bargaining Agreement and the trust agreements incorporated therein obligated the principal, if in default in making his payments to the funds and to the 401K Plan, in the manner and time required, to pay for each default, possible audit and inspection costs, reasonable attorney's fees and court costs incurred in enforcing the payment of the amounts due by the principal, together with such amounts as have been expended by the trustees in payment of claims of eligible employees of the delinquent principal or on behalf of the beneficiaries of such employees.

Now, therefore, if the principal shall pay according to the terms of the Collective Bargaining Agreement and the trust agreements, as aforesaid, said sums to each of the trust fund and 401K Plan in the manner and at the time when said sums are required to be paid, then this obligation is said to be void; otherwise to remain in full force and effect; provided, however:

(a) As a condition precedent to a right of recovery against the surety hereunder, the surety shall be notified in writing of any default of the principal to pay to either the trusts or to remit 401K Plan deductions within ninety (90) days following the due date; and

(b) The Surety may cancel its liability hereunder at any time upon written notice ninety (90) days in advance to the principal and to the Local Union herein named, and the liability of the surety hereunder shall cease upon expiration of the ninety (90) days after the delivery of said notice, except as to the defaults noticed to the surety in accordance with subparagraph (a) above while the bond was still in effect.

WITNESS OUR HANDS and seals this day

Day _____ of _____ 20____.

PRINCIPAL

SURETY

ARTICLE XIII CONTRACTORS' RESPONSIBILITY

A. The contractor upon request from the union shall provide a letter of assignment designating craft and scope of work to be performed.

B. Vehicle Identification. The employer agrees that all commercial vehicles owned and operated by the employer in conjunction with their performance of work covered in this Agreement, shall bear the company name of the employer on both sides of said vehicle.

C. 1. Employer shall provide suitable drinking water or iced water, sanitary drinking cups and dispensers. Employer shall also provide gang boxes where warranted.

C. 2. Contractor will provide reasonable clean and sanitary toilet facilities, where they are not provided by other sources, within 48 hours. Disciplinary action will not be taken against an employee who elects to use clean facilities that are within reasonable distance of their work areas.

D. Employer shall provide coverage for employee hand tools that are stolen from locked shops, locked company vehicles, or locked company gang boxes that are broken into. The employer will insure all hand tools listed in Article XIX. Employees must furnish a list of hand tools, not mentioned in Article XIX, to employer in order to be covered by the employer's insurance.

ARTICLE XIV JOURNEYMEN EVALUATION

A mutually agreeable qualified evaluation board shall examine for the purpose of determining the qualifications of

workmen who wish to qualify for registration and dispatching as a journeymen. This evaluation shall consist of a written evaluation and a practical test as prescribed by the Joint Apprenticeship Committee.

ARTICLE XV JOINT ADJUSTMENT BOARD

A. There is hereby established a Joint Adjustment Board to be composed of three representatives of the contractor and three representatives of the Union. The Joint Adjustment Board shall meet on special call and have authority to perform the functions set forth in Article X of the Standard Form of Union Agreement and shall further have authority to review and make decisions for the parties, or take upon its own motion, arising out of the interpretation, application, and operation of the provisions of the Agreement, problems with respect to labor supply and technical and economic matters, affecting the welfare of the Sheet Metal Industry and the General Public.

B. The Joint Adjustment Board shall have authority to assess penalties for violation of contract terms. Such penalties, when taking the form of monetary assessments, shall be donated to charities or Apprentice Training Fund as designated by the assessing committee. The expense of these committees is to be borne by the respective organizations.

C. Six (6) copies of complaints must be filed before the Joint Adjustment Board and be in the hands of the Secretary of the Joint Adjustment Board five (5) days prior to special-called meeting dates.

D. It is understood by both parties to this Agreement that only signatory contractors and good standing Union members shall serve on committees or boards required by this Agreement.

ARTICLE XVI

STEWARD AND BUSINESS REPRESENTATIVES

A. All Union stewards shall be working journeymen appointed by the Union Business Manager or Business Representative in shops or on jobsites at the sole discretion of the Union. The Union will notify the employer in writing of all steward appointments within forty-eight (48) hours of such appointments.

B. Stewards are required to report any violations of this Agreement by either party, first to his immediate foreman or employer and if not corrected then to the Business Representative. There shall be no discrimination by the employer or Union against a steward for performing his duties.

C. The Steward shall not be terminated or transferred without the consent of the Local Union Business Manager or Business Representative. The Steward shall remain on the jobsite until its completion. This does not apply to work performed by Foremen, Detailers, or Specialized Employees. In the event that overtime work is required, the Steward shall be one of those to perform such overtime work unless said work is of a special nature for which the Steward is not qualified.

D. The Business Representative of the Union shall be permitted in the shop or on the jobsite at any time. It is mutually agreed and understood that during these visits the Business Representative shall conduct his business as expeditiously as possible and limit his discussions to business pertaining to that specific job or shop.

ARTICLE XVII WORK RULES

The working rules of the Union shall not be in conflict with the Standard Form of Union Agreement or Addenda attached hereto.

ARTICLE XVIII UNION JURISDICTION

It is understood and agreed that the territorial jurisdiction of the Local Union is subject to change and modification. The Union agrees to notify all parties involved of any change in jurisdiction.

ARTICLE XIX TOOLS

Journeymen sheet metal workers, registered apprentices and tradesmen covered by this Agreement shall provide for themselves a minimum of hand tools in good working condition, listed below:

- One Bulldog snips
- Two pair Aviation snips
- One pair pliers
- One pair wide tong pliers
- One pair vice-grip pliers
- One scratch-awl
- One Whitney or Parker hand punch (Maximum length 10")
- One crescent wrench 10"
- One Phillips & One standard screwdriver
- One hammer
- One 25 foot tape

The employer is to furnish all power tools required on the job and to be in good working condition.

It is the employee's reasonable responsibility to protect and secure the employers tools.

ARTICLE XX MUTUAL COOPERATION

The Union and the Association shall mutually cooperate in all matters for the betterment of the industry, realizing that the best working conditions for employees depend on a prosperous industry.

ARTICLE XXI REFERRAL PROCEDURE

A. It is mutually agreed by and between the parties signatory hereto that the following conditions shall govern all referrals of applications for employment, for all jobs within the scope of this Agreement and shall supersede any provisions which may be contained elsewhere in this Agreement.

B. The employer shall requisition all employees who are to be employed in the bargaining unit from the local hiring hall of the Union having the area jurisdiction of particular crafts or skills involved. The Union will immediately dispatch such employees as have been requisitioned on a non- discriminatory basis in accordance with the dispatching rules attached hereto as Exhibit "A", and made a part hereof by reference. However, it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Union shall be subject to and governed by the following conditions:

1. Selection of applicants for referral to jobs shall be on

a non-discriminatory basis and shall not be based on or in any way affected by union membership, bylaws, regulations, constitutional provision, or any other aspects or obligations of union membership, policies or requirements.

2. The employer retains the right to reject any job applicant referred by the Union for any lawful reason for a period not to exceed one (1) year from date of termination.

3. The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functions of the hiring arrangements.

C. If the Union fails to furnish the requisitioned employee(s) within forty-eight (48) hours after the requisition is brought to the Union's notice, then and in that event only, the employer may secure such employee(s) from any source available. However, in such event, the employer will notify the Union immediately when such employee(s) are hired.

Such employee(s) shall have the status of "temporary employee(s)." Such employee(s) may be replaced by a referral of any unemployed workman duly registered on the "A" list. Further, such employee(s) shall not be kept employed to the extent, or under circumstances where such employment is preventing, or eliminating the need for, full forty (40) hours per week employment of fellow employees who have been referred from the hiring hall.

D. The Union agrees to hold the employer harmless from any money damages or penalties assessed against any employer by the National Labor Relations Board because of any deviation from the non-discriminatory hiring hall procedure, if such deviation was approximately and solely caused by the Union.

E. The employer agrees that the Union will not be held responsible for the acts, wrongful or otherwise, or failure to act, of those it refers.

ARTICLE XXII TERMINATION SLIPS

The Union shall furnish and the Employer complete termination slips for all employees when terminated, showing reason and tool clearance, giving one to the employee, returning one to the dispatching hall at the time of termination postmarked within two (2) working days.

ARTICLE XXIII ELIGIBLE EMPLOYERS

A. Employers signatory to or desiring to become signatory to this Agreement must comply with the following: Be licensed as required by state, county and/or municipal laws and ordinances, must carry industrial insurance as required by the Industrial Commission of Arizona, with the State Compensation Fund or approved insurance carrier. Each employer shall also furnish unemployment insurance with the Employment Security Commission of Arizona.

B. Employers, after becoming signatory to this Agreement, who fail to continue to comply with the above requirements may have their employees covered by this Agreement removed from employment and will not be eligible for workmen again until compliance is renewed.

**ARTICLE XXIV
PAYROLL INFORMATION**

A. At the request of the Union Business Manager, the Certified Public Accountant agreed upon by the Joint Adjustment Board will have the right to visit the employer's place of business during normal business hours to inspect the time keeping records and methods of pay and expense applying to employees covered by this Agreement.

B. Any employer covered by the terms of this Agreement whose home office is not located within the territorial jurisdiction of Local Union No. 359 will submit a certified payroll report as may be requested by the Local Union Business Manager within seven (7) calendar days from date of request.

**ARTICLE XXV
UNION RIGHTS**

A. The Union reserves the right to withdraw and refuse to dispatch sheet metal worker employees covered by this Agreement for:

1. Non-payment of wages due in accordance with this Agreement.

2. In accordance with the provisions set forth in Article XIII of this Addenda.

3. In accordance with the provisions set forth in Article XV of this Addenda.

B. The time of withdrawal and right of refusal to dispatch shall be determined solely by the Union and nothing contained in this Article XXVI of the Addenda shall be subject to the grievance procedure established in Article X of the Standard Form of Union Agreement.

ARTICLE XXVI
SERVICE, MAINTENANCE AND REPAIR WORK

A. This article covers the scope of work, work day, work week, holiday and overtime rates of pay and other conditions of employment for all employees of the employer covered by this Agreement engaged in the service, repair and maintenance of all types of heating, cooling, ventilating, exhaust equipment and other related equipment.

B. This work shall include, but not be limited to, warranty work, starting, testing, balancing and adjusting, new and old equipment startups, compressor charges and evaluations, compressor changes, servicing and/or changing filters of all kinds, humidifiers, changes or repairs to the wiring and/or piping in connection therewith.

C. Installation of dry side measuring gauges, mounting brackets, and adjustments or calibration of said gauges.

D. The regular work day shall consist of any consecutive eight (8) hours of work between five (5) a.m. and five (5) p.m. with one half hour (1/2) lunch break near midday.

E. The regular work week shall consist of five (5) consecutive eight (8) hour days Monday through Saturday. Saturdays, if worked shall be on a rotation basis.

F. All work performed during the regular work day and regular work week shall be paid for at the regular straight time day shift rates in accordance with Article I of this Addenda to the Standard Form of Union Agreement.

G. All work performed on designated holidays and Sundays shall be paid for at double time (2 for 1) the regular straight time day shift rates in effect.

H. All other overtime work or work performed on Saturdays (when not a designated holiday) shall be paid for at time and one-half (1½ for 1) times the regular straight time day shift rates in effect.

I. Any employee on the duty roster Sundays or designated holidays not called for work shall be paid for one (1) hour at the regular straight time shift rate in effect.

J. Any employee on the duty roster called for work shall be paid for actual time worked, but not less than one (1) hour at the applicable rate of pay in effect at the time worked.

K. All provisions of this agreement shall be in full force and effect as written for all employees of the employer covered by this Agreement except that the specific deviations set forth in Article XXXI of the Addenda to the Standard Form of Union Agreement shall supersede as set forth herein.

ARTICLE XXVII UNION LABELS

A. When requested by a Business Representative of the Union, union labels will be placed on materials fabricated by union members, employees of the employer, or by an employee designated by the Union at the expense of the employer.

B. Union labels used on materials fabricated within the territorial jurisdiction of SMART Local Union No. 359 will be supplied at no cost to the employer by Local Union No. 359.

ARTICLE XXVIII
LUNCH AND COFFEE BREAKS

A. There shall be a 15 minute break each morning for men working in the shop and on the jobsite. Employer to designate time and place. On time and material contracts it will be left to the employer's discretion if a break is allowed.

B. There shall be a thirty (30) minute lunch break for each day worked and to include shift work.

C. If working a ten (10) or more hour shift, a second fifteen (15) minute coffee break shall be provided after lunch and before the end of shift.

ARTICLE XXIX
SAFETY/DRUG TEST PROGRAM

A. 1. The employer and the Union agree to a cooperative effort to promote safety in the work place. Both parties recognize the need to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, the Arizona Occupational Safety and Health Act of 1972 and all standards promulgated under these acts. Where these various standards conflict, the most stringent shall prevail.

2. It is the responsibility of the Contractor to provide weekly jobsite safety meetings during working hours. As a minimum it is the Union's responsibility to provide safety courses as an annual refresher to the Journeyman in the following areas:

Fire Extinguisher use, HAZCOM basics, Lockout/Tagout basics, Fall Protection, Excavation (open) and scaffolding.

B. 1. Each employee shall cooperate with his employer

to the fullest extent in his own actions in the shop and on the jobsite for his own protection and the protection of his fellow workers.

2. The employer will provide OSHA approved hard hats to its employees. The following additional PPE may be provided: gloves, safety glasses and vests. If the employee misplaces, loses, or damages his or her PPE outside normal wear and tear, the employee will be issued replacements by the employer at a charge of up to \$30.00 for replacement.

The employee is not to be charged for replacement hard hats or head bands due to normal wear.

3. In addition, each employee shall be afforded all safety equipment necessary to perform their job duties safely and recognizes that the use of safety devices made available to him and the following of established safety procedures are his sole responsibility.

C. When an employee is injured on the job and is required to leave the job for medical attention, the employee shall be paid for time lost on the day of injury. Said employee shall be provided transportation to and from the medical facility on the day of the incident, unless admitted to the hospital. The immediate follow-up visit, if required excluding worker compensation claims that necessitate lost time will be compensated at the appropriate rate up to two (2) hours maximum.

D. Drug Test Program:

Effective August 1, 1999, SMART Local Union No. 359 and the Sheet Metal and Air Conditioning Trades Industry Program (SMACTIP) have implemented a pre-employment drug/alcohol testing policy. Local Union 359 to administer the pre-employment drug/alcohol program.

All members requested for employment must first pass a pre-hire drug/alcohol test. The Local Union will then dispatch to the requesting employer all members who receive a negative (clean) test. These policies can be made available to members upon request at the Union Hall.

Additionally, if a reasonable drug testing program is imposed by the Contractor signatory to Local Union No. 359, by the owner, or general contractor, that requirement, subject to review, will be accepted by the Union provided that the testing program is administered uniformly for all employees for the employer and conducted by a third party certified agency. If the employee tests positive, they will be referred to an appropriate Employee Assistance Program. A first confirmed positive test, in itself, is not grounds for termination. All test results shall be maintained in a confidential manner by a medical review officer designated by the contractor and notice given to the local union of who the MRO is. Any employee required to take a drug test will be compensated for time required to take the test at the straight time applicable rate in effect.

E. It is mutually agreed and understood that should any penalties be levied by any regulating authority as a direct result of an employee not adhering to the regulations or using the safety items available to him in the shop or on the jobsite the penalties shall be in accordance with the provisions of the law.

ARTICLE XXX WELDER'S CERTIFICATION

When an employer or job requires a welder certification, the employer will pay the sheet metal worker for the time required to take such certification tests (not to exceed four (4) hours time). The employer will also absorb the cost of the test.

The test must be taken at an acceptable independent agency or on the jobsite, as may be required by job specifications.

If any sheet metal worker fails such test, the employer that requested such tests shall not be liable for the time required for that sheet metal worker to retake such tests for a period of six (6) months from the date of notification of the first failure.

ARTICLE XXXI PICKET LINE CLAUSE

No employee covered by this Agreement shall be required to cross or work behind any lawful primary picket line authorized by the Local Union or the Local Building Trades Council. No employee may be discharged or disciplined for refusing to cross or work behind such picket line nor shall such a refusal constitute a violation of this Agreement.

ARTICLE XXXII DOUBLE-BREASTED OPERATION

It is herein expressly agreed that the employer shall not acquire or retain a substantial proprietary interest in any other business enterprise which within the jurisdiction of the Union engages or may engage in sheet metal work as defined in Article I of this Agreement that is fairly claimable by employees in the bargaining unit unless the latter shall be or become signatory to an agreement with the Union or another local union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers AFL-CIO, with respect to the performance of such sheet metal work, or shall pay employees performing such sheet metal work not less than the prevailing wage and fringe contributions and maintaining working conditions comparable to those prescribed in this Agreement.

Whenever the Union believes the employer has breached the obligation contained in this section, it shall handle the matter as a grievance in accordance with the provisions of Article X of this Agreement. Actual damages, equivalent to the number of hours worked at the applicable hourly rate (wages and fringe contributions) lost by employees represented by the Union who would have performed the sheet metal work had the other business enterprise been signatory to such agreement, shall be assessed against the signatory employer whenever a violation of this section shall be established. It further is expressly agreed herein that such damages if assessed and not paid within thirty (30) days after the final and binding decision has been issued shall be recoverable by suit instituted under Section 301 of the Taft-Hartley Act (29 USC Sec. 185) in an appropriate United States District Court, or through lawful economic action of the Local Union.

ARTICLE XXXIII SAVINGS CLAUSE

The signatory parties are executing this Agreement with the belief that it is in conformity with all State and Federal Laws and Governmental Rules and Regulations, however, if any of the provisions are in conflict with any of the above laws, rules and regulations and same have been invalidated by a court or agency which has jurisdiction of same, then the signatory parties agree to make such modification or amendments to conform with the above laws, rules and regulations. Any of the above conditions will not be cause for work stoppage.

ARTICLE XXXIV
PHYSICALLY HANDICAPPED AND
SUPER ANNUATED EMPLOYEES

A. Employees whose earning capacity becomes limited because of age or physical handicaps may work at a reduced rate of journeyman scale, each case to be decided upon its own merits and by mutual consent between employee, contractor and the Union.

B. Registration for employment on this Physically Handicapped and Super Annuated Employees' Out-of-Work list will be available only to workmen with eligibility for employment in accordance with the procedures established in Exhibit "A", Dispatching Procedures, Section E. Group A, who are physically handicapped or who have attained age fifty (50) or over.

C. Workmen registered for work on the Physically Handicapped and Super Annuated Employees' Out-of-Work list will be on a voluntary basis.

D. It is agreed that from time to time those physically handicapped and/or Super Annuated Employees shall be reviewed and tested for productivity, at which time on mutual agreement between employee, contractor and the Union, the hourly rate could be reduced commensurate with the physical handicap and/or Super Annuated Employee production.

ARTICLE XXXV
RESIDENTIAL SUPPLEMENTAL AGREEMENT

A. Any contractor signatory hereto shall have the right to sign the Residential Supplemental Agreement (a copy of which is attached hereto as Exhibit "B").

A single family house, a tract of houses, or multiple family units, shall be considered residential work. Also an apartment building or group of apartment buildings, up to and including a height of three (3) stories shall be considered residential work. Excluded are hotels, motels, colleges, universities, and/or health care facilities.

**ARTICLE XXXVI
LIGHT COMMERCIAL AND TENANT
IMPROVEMENT
AGREEMENT**

A. Light Commercial Work, defined as being any sheet metal, heating and air conditioning work performed on buildings up to and including four (4) stories in height; and tilt- up concrete block warehouses of any size. Hotels are included in Light Commercial Work provided they otherwise qualify by size and type of construction. All motels, schools, churches and nursing homes are included in Light Commercial Work regardless of whether they otherwise qualify by size and type of construction. Strip shopping centers shall also be considered Light Commercial Work.

B. Tenant improvement work, defined as being any work necessary to finish interior spaces to conform with the requirements of the occupants of commercial buildings, after the completion of the building shell.

- A. Apprentices who are 4th and 5th year (7th, 8th, 9th or 10th Terms), shall be permitted to work by themselves on Light Commercial and Tenant Improvement Work. It is also agreed that 5th year (9th and 10th Terms) apprentices may be allowed to perform the above mentioned work with another apprentice.

ARTICLE XXXVII
NATIONAL STABILIZATION AGREEMENT
OF THE SHEET METAL INDUSTRY
(Refer to Article VIII, Section 19 of SFUA)

The undersigned Employer and Local Union agree as follows:

A. Beginning July 1, 2016, the Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each journeyman and indentured apprentices subject to this Agreement to the National Stabilization Agreement of the Sheet Metal Industry (SASMI) Trust Fund. Gross earnings, for purposes of this Agreement, shall mean: (a) total wages paid to an employee by the employer which are reportable by the employee for Federal Income Tax purposes, and (b) any and all contributions paid by such employer on behalf of the employee to a pension and/or health and welfare fund.

B. The employer agrees to adopt the National SASMI Trust as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Plan as adopted by the Trustees as presently existing and as the same may be amended from time to time, and to sign the Standard Participation Agreement prescribed by the Trustees as a condition of becoming a party to and participant in such Trust.

C. 1. The bulletin board copy of this transmittal form will be posted on the bulletin board at the shop or office of the employer for inspection by all employees of the employer covered by this Agreement.

2. It is mutually agreed that the employer shall furnish upon request of employee or former employee, information on wages and hours worked during stabilization periods for SASMI benefit computation.

D. The Trust Agreement, Board of Trustees, Rules and Regulations will become binding on all parties bound by this collective bargaining agreement and be deemed incorporated by reference the same as if expressly set forth.

ARTICLE XXXVIII
SHEET METAL OCCUPATIONAL HEALTH
INSTITUTE TRUST (SMOHIT)

A. Beginning July 1, 2019, the employer shall make monthly contributions of two cents (\$.02) for every hour worked by each employee of the employer who is subject to SMOHIT contributions, per Article I of the Addenda to the Standard Form of Union Agreement, to the Sheet Metal Occupational Health Institute Trust (SMOHIT).

B. The employer agrees to adopt the National Agreement for the Sheet Metal Occupational Health Institute Trust as presently constituted and as may be amended from time to time, and to be bound by all Rules and Regulations of the Plan as presently existing and as may be amended from time to time.

ARTICLE XXXIX
EQUALITY FUND

A. The program shall be funded by a special assessment to be paid by all active journeymen and apprentices. Hours of employment shall be computed from the Employer's fringe benefit report.

1. Each journeyman shall pay fifty-six cents (\$0.56) per hour worked for all employment. Journeymen dispatched and working as "Journeymen/Tradesmen" will not be required to make payments to the Equality Fund.

2. Each indentured apprentice shall pay thirty-seven cents (\$0.37) per hour worked.

3. Equality: The contribution rate of Fifty-six cents (\$0.56) per hour worked for Journeymen and thirty-seven cents (\$0.37) per hour worked for Apprentices shall remain in effect for the duration of this contract unless the net balance of the fund drops to a predetermined low balance designated by the membership of Local Union No. 359. If and when this occurs the contribution rates will be adjusted to seventy-five (\$0.75) per hour worked for Journeymen and fifty-six cents (\$0.56) cents per hour worked for Apprentices in either January 1 or July 1 following the deficit. These rates will remain in effect until the fund reaches an amount predetermined by the membership of Local Union No. 359 at which time adjustments will again be made to the fifty-six cents (\$0.56) and thirty-seven cents (\$0.37) rates.

B. The special assessment shall be collected by check-off.

C. Any project(s) obtained utilizing Equality monies will not be allowed ductwork transported into SMART Local 359's Jurisdiction from outside of SMART Local 359's jurisdiction spooled or mated together. To do so will result in the automatic forfeiture of any monies allocated for said project(s).

ARTICLE XL
JOURNEYMEN UPGRADING FUND

A Effective July 1, 2019, the employer contribution shall be paid in accordance with Article I, Section N of the Addenda to the Standard Form of Union Agreement for each hour worked by each journeyman employed by the employer.

Contributions shall be held in a special fund within the office of the Arizona Sheet Metal Joint Apprenticeship and Training Committee, and shall be remitted with the Arizona Sheet Metal Trades Trust Fund Employer Reporting Forms.

Funds will be used for the purpose of continuous education and training for journeymen employed by SMART Local Union No. 359 contractors.

Tradesmen shall receive safety training while employed by SMART Local Union No. 359 signatory contractors.

Training needs shall be determined by the members of the Arizona Sheet Metal Joint Apprenticeship and Training Committee.

ARTICLE XLI
JOINT APPRENTICE EDUCATION FUND

Effective July 1, 2015. the employer contribution shall be paid for each hour worked by apprentices “Indentured after July 1, 2015.”

Contributions shall be held in a special fund within the office of the Arizona Sheet Metal Joint Apprenticeship and Training Committee, and shall be remitted with the Arizona Sheet Metal Trades Trust Fund Employer Reporting Forms. Funds will be used for the purpose of assisting apprentices with tuition.

ARTICLE XLII WORKING DUES/ASSESSMENT-YOUTH TO YOUTH AUTHORIZATION

Each contractor shall deduct from the pay of those SMART Local Union No. 359 referred journeymen, apprentices, tradesmen and senior tradesmen covered by this agreement or any supplement or addendum hereto who shall execute an appropriate assignment and working dues/assessment authorization card as part payment of their uniform membership working dues, assessments and initiation fee in the Union. The working assessment shall be three percent (3%) of the journeyman total wage and fringe package per hours worked for journeymen and above and one percent (1%) of the current term/total wage and fringe package per hour worked for apprentices. Tradesmen and Senior Tradesmen shall be assessed one percent (1%) of the total wage and fringe package per hour worked. Any increases in the working assessments shall be at the discretion of the Local Union, provided it is (1) addressed at the E-Board Management meeting and (2) sufficient notice is given to the contractors.

Journeymen dispatched and working as "Journeyman/Tradesmen" shall pay three percent (3%) of their total wage and fringe package per hour worked.

Beginning July 1, 2019 each Contractor shall deduct from the pay of those SMART Local Union No. 359 referred journeymen and apprentices monthly contributions of forty- four cents (\$0.44) for every hour worked, and thirty-four cents (\$0.34) for tradesmen and senior tradesman for Youth to Youth contributions.

Such deductions shall be made for each pay period and the Contractor will remit the same with the monthly local fringe fund reporting form with the same check for the deduction of

Equality Fund contributions. The Union and the Trust Funds Administration Office will keep accurate records of journeymen, apprentice, tradesmen and senior tradesman names, hours worked, and their assessment contributions. Said assignment and working dues/assessment-Youth to Youth authorization shall be on a form containing substantially the following language:

WORKING DUES/ASSESSMENT-YOUTH TO YOUTH AUTHORIZATION

I, the undersigned, hereby voluntarily authorize my Employer, _____ or any employer that is signed to the International Association of Sheet Metal, Air, Rail and Transportation Workers and SMART Local No. 359 that I may be employed by, to deduct from my wages three percent (3%) of my total Wage and fringe package _____ per hour for Journeymen, and one percent (1%) of the current term/total wage and fringe package _____ per hour for Apprentices, Tradesmen and Senior Tradesmen as a working assessment. I authorize my employer to maintain the appropriate percentage as my pay increases.

I also authorize my employer to deduct _____ per hour for a Youth to Youth contribution. This is to remain in effect until termination of my employment or until revoked by written notice to my employer and SMART Local Union No. 359, not more than twenty (20) days and not less than ten (10) days prior to the expiration of any irrevocable period by registered or certified mail, return receipt requested.

I further authorize and request the employer to remit the amount so deducted to the Union not later than ten (10) working days following the end of the month for which hours have been reported.

**ARTICLE XLIII
SMART PER CAPITA TAX ASSESSMENT
AUTHORIZATION**

Beginning July 1, 2019, each Contractor shall deduct from the pay of those SMART Local Union No. 359 referred journeymen, apprentices and tradesmen monthly contributions of seventeen-cents (\$0.17) for every hour worked by journeymen, apprentices, tradesmen and senior tradesmen for the SMART Per Capita Tax. Funds will be used for the purpose expressly set forth in Article Ten Section 2(h) of the SMART Constitution and Ritual.

Such deductions shall be made for each pay period and the Contractor will remit the same with the monthly local fringe fund reporting form with the same check for the deduction of Equality Fund, Working Dues Assessment and Youth to Youth contributions. The Union and the Trust Funds Administration Office will keep accurate records of journeymen, apprentices, tradesmen and senior tradesmen names, hours worked, and their assessment contributions. Said assignment and SMART Per Capita Tax Assessment authorization shall be on a form containing substantially the following language:

**SMART PER CAPITA TAX ASSESSMENT
AUTHORIZATION**

I, the undersigned, hereby voluntarily authorize my Employer, or any employer that is signed to the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 359 that I may be employed by, to deduct from my wages the SMART Per Capita Tax described in Article Ten Section 2(h) of the SMART Constitution and Ritual at the hourly rate of seventeen-cents (\$ 0.17).

This is to remain in effect until termination of my

employment or until revoked by written notice to my employer and SMART Local No. 359, not more than twenty (20) days, and not less than ten (10) days prior to the expiration of any irrevocable period by registered or certified mail, return receipt requested.

I further authorize and request the employer to remit the amount so deducted to the Union not later than ten (10) working days following the end of the month for which hours have been reported.

ARTICLE XLIV

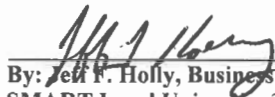
In witness whereof, the parties hereto have executed this Agreement on the **1st day of July 2019.**

**Sheet Metal & Air Conditioning National
Association, Arizona Chapter
515 E. Carefree Highway, #350
Phoenix, AZ 85085**



**By: Darrell Fox, Chairman
SMACNA Arizona Labor Negotiations Committee**

**International Association of Sheet
Metal, Air, Rail and Transportation
Workers, Local Union No. 359
2604 E. Adams St.
Phoenix, AZ 85034**



**By: Jeff F. Holly, Business Manager
SMART Local Union No. 359**

EXHIBIT A DISPATCHING PROCEDURES

The following dispatching procedures shall be forthwith placed in effect at all Union Dispatching Offices pursuant to the provisions of the Collective Bargaining Agreement between the Union and the Signatory Contractors in the Sheet Metal, Roofing, Ventilating and Air Conditioning divisions of the Construction Industry.

All dispatching shall follow negative (clean) drug/alcohol testing.

A. The employer has agreed that it will first call the Union dispatching office for all sheet metal workers. If Union Agents are asked to supply sheet metal workers, they shall promptly relay such request to the proper dispatching office for servicing of the request.

B. A written REFERRAL will be given to each workman dispatched to a job. This is not Union "clearance" but rather written evidence in the workman's possession that he has been dispatched in accordance with the applicable Labor Agreement.

C. Each dispatching office shall maintain appropriate registration lists, cards, and other records of registered workmen kept current from day to day and referrals of registered workmen will be made in accordance with the seniority provisions hereinafter stated. However, when a workman seeks to register for the first time as a journeyman sheet metal worker, apprentice or tradesmen sheet metal worker, said person shall furnish satisfactory proof that they are qualified to do the work in the particular category in which they seek employment. It is the intention of the parties to the Labor Agreement that only competent workmen shall be employed.

Standards to be used by the dispatcher in determining qualifications will be as follows:

1. Journeymen Sheet Metal Workers

a. Any workman who has previously worked for a signatory employer in the State of Arizona as a journeyman sheet metal worker will be deemed to be qualified as a journeyman sheet metal worker.

b. All other workmen desiring to be registered and dispatched as journeymen sheet metal workers must show five (5) years' experience with the tools of the trade and must present to the dispatcher a certificate of qualification showing that they have taken a written evaluation and a practical test prescribed and administered by the Joint Apprenticeship Committee.

2. Apprentices

a. Any workman currently registered in the Apprentice Program will be deemed as a qualified apprentice.

b. Any workman whose application to the Joint Apprenticeship Committee has been accepted within the last one hundred and eighty (180) days will be deemed qualified for dispatchment on a probationary basis in accordance with Apprenticeship Program procedures.

3. Tradesmen

a. Any workman who has applied, provided proof of experience, completed comprehensive placement evaluation, (if available), and been assigned an initial wage rate shall be deemed qualified for dispatch as a tradesmen.

D. Registration and selection of applicants for referrals to jobs shall be on a non-discriminatory basis and shall not be based upon, nor in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or

requirements, nor upon race, color, creed, national origin, age or sex.

E. Each dispatching office will maintain its registration lists in such a manner to dispatch workmen, either as journeymen sheet metal workers, apprentices, or tradesmen without regard to union or non-union status of the registrant in the following order of preference.

Group A. Registered workmen who have been laid off or terminated from an employer signatory to this Agreement or to any other construction industry agreement containing or incorporating these hiring hall provisions and having been employed within the geographical jurisdiction of Local Union No. 359 for one thousand two hundred (1200) hours within the past twelve (12) months with a signatory employer or who was initiated in Local Union No. 359. A signatory employer may requisition two (2) group A workers off the top of the list and three (3) by name. Any group A registered workman may elect to be dispatched as a tradesmen sheet metal worker.

If a Group A worker has previous employment with the requesting contractor within 30 days of layoff, said worker may be dispatched back to the previous employer.

Group A workers dispatched as tradesmen maintain their position and eligibility for dispatch as journeymen from the A list.

If a requesting contractor requires a Group A work person for a short call, 14 days or less, the dispatcher shall pick the first available Group A registered sheet metal worker from the top down. If this worker is laid off due to reduction in force within the 14 days, she/he shall be placed in accordance to original position on the list. All Supervision and specialized workers shall not count as Name calls.

Specialty call shall include,

- Supervision: Dispatched as Foreman and above
- Certified Welders
- BIM/CAD modeler
- TABB Certified Technicians Service
- Experienced Workers
- Certified Fire Life Safety Level One and above
- Kitchen Equipment Installers, Polishers, Welders
- Certified Safety with OSHA 500 certifications

Group A (1). Tradesmen

Every other tradesman may be requisitioned by name, by assigned wage package, or by descending order from the top of the list.

Group B. When Group A is exhausted, registered workmen who have been employed during the previous four (4) years for an employer signatory to this Agreement or to any other construction industry agreement containing or incorporating these hiring hall procedures, provided the workmen are available for employment; workmen in this group will be dispatched on a first registered, first out basis.

Group C. Notwithstanding the above stated order of preference in referrals and notwithstanding any other provision in this Agreement, the dispatching office may give first priority preference to any classes protected by the Civil Rights Act who are properly registered where reasonably necessary to comply with "Affirmative Action Plans" which are conditions of federally or state assisted construction or which are established from time to time by the union and the employer, in concert with each other, as part of a community action or industry plan.

F. To avoid unnecessary accumulations of names of persons regularly employed or otherwise no longer interested in

being registered and to keep the B list current, each person registered on the B list must appear at the hiring hall during working hours at least once each calendar month to sign an appropriate record evidencing his continuing lack of regular employment and his continuing interest in being referred from the hall. Failure of any such person to comply herewith will result in his name being removed from the list at the end of the calendar month in which such failure occurred.

G. It will be the responsibility of all qualified workmen who have been previously dispatched to re-register when out of work, if they desire to be dispatched again.

H. The dispatcher in the first instance and in accordance with the foregoing provisions will determine whether a workman is qualified to register and as to the seniority group in which they will be placed. This determination will normally be based upon information or papers which the workman supplies. If any doubt exists as to any material matter the dispatcher may call prior employers or otherwise make prompt investigation to get the facts needed. Any dispute which may arise relative to qualifications, seniority, or any other material matter shall be settled as follows:

1. The applicant shall file with the dispatching office a written request for review of the disputed matter within ten (10) days after the dispute arises. Said person shall also, at that time, deposit with the dispatching office a cash bond in the sum of fifty dollars (\$50.00) which sum shall be used solely toward paying his share of the referee's fees.

2. The local union will initiate and the Joint Adjustment Board will arrange to have an impartial referee review the dispute within ten (10) days after the written request has been filed. Time and plan of an informal hearing will be

fixed by the referee and notice thereof will be given to the applicant by the Union as soon as practicable.

3. The referee will examine all material evidence submitted by the applicant and the Union will conclusively decide in which group the applicant should be placed, what qualifications the applicant has, or such other issue as may be disputed. The union will then register and classify the applicant accordingly or otherwise implement the referee's decision. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify or otherwise change any term or conditions of the collective bargaining or these dispatching procedures.

4. The referee will be selected from the clergy or from some other group not directly associated with management or labor.

5. The referee's fees will be borne equally by the union and the applicant, except that the applicant shall in no circumstances be required to pay a sum in excess of fifty dollars (\$50.00) bond on file with the dispatching office and any excess shall be returned to the applicant as soon as possible. In addition to sharing the first one hundred dollars (\$100.00) of the fees, the Union will pay all referees' fees over and above the sum of one hundred dollars (\$100.00).

I. Dispatcher shall hand to each workman applying for registration and dispatchment a copy of these dispatching rules. Whenever possible, a written receipt should be obtained and kept by the dispatching office. A written receipt shall be mandatory from all workmen who qualify and register for dispatchment for the first time.

J. "Available for work" means that the registrant must be present at the time and place uniformly required for

dispatchment and be ready, able and willing to go to the jobsite and perform the work for which they are being dispatched. The practice of the dispatching office shall be uniform as to all registrants with respect to physical presence in the office at given hours, or telephoning in, being available to a telephone, etc., and registrants shall be informed of the practice.

K. Appropriate notations shall be made opposite registrant's name when their name is reached for dispatchment, showing the job and classification to which they are dispatched, their lack of availability, or other reason that they have been passed over. If inquiry is made by the registrant, said person should be given exactly the same information as to reasons, etc., as appears on the notation.

L. In such cases or any other cases, which may lead to a dispute, the dispatcher should immediately make notes on the facts upon which he/she has based his/her decision to dispatch or not dispatch the person.

M. No fees shall be required as a condition of registration or dispatchment.

Notes