

# COLLECTIVE BARGAINING AGREEMENT

Between

MCA-SMACNA  
Of Austin, Inc.

And

International Association of  
Sheet Metal, Air, Rail, and  
Transportation  
Workers (SMART) Local No.  
67

July 3, 2023 through June 31, 2026



# STANDARD FORM OF UNION AGREEMENT

## SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into July 3, 2023, by and between MCA-SMACNA of Austin, Inc, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the "Employer," and Local Union No. 67 of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), hereinafter referred to as the "Union," for BASTROP, BLANCO, BURNET, CALDWELL, HAYS, LLANO TRAVIS, and WILLIAMSON Counties.

### ARTICLE I Scope Of Work Covered By Agreement

This Agreement covers the rates of pay and conditions of employment of all union employees of the Employer engaged in, but not limited to the following activities: **(a)** the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air-handling systems, (including process exhaust) 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 Sheet Metal Workers' International Association.

### ARTICLE II Subcontracting, Prefabrication

**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 union 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 Work Requirements**

**SECTION 1.** The Employer agrees that none but Journeypersons, 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 job-site 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.

**SECTION 2.** It will not be regularly required that Journeypersons or Apprentices drive trucks, rack materials, clean shop and tools, or load and unload trucks on all shop work.

**SECTION 3.** It will not be regularly required that Journeypersons or Apprentices drive trucks, load and unload materials, or place materials at the floor level where it is to be erected on all job site work.

### **ARTICLE IV Union To Supply Workers**

**SECTION 1.** The Union agrees to furnish upon request by the Employer duly qualified Journeypersons, 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.

**SECTION 2.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who perform any of the duties described in Article I of this Agreement, and the Union recognizes MCA-SMACNA of Austin, Inc., as exclusive bargaining agent as to wages, hours, and working conditions for the Journeypersons and Apprentices performing all work coming within the jurisdiction of the Union, as recognized by final decisions of the AFL-CIO and decisions rendered by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, or other agency established by law.

**SECTION 3.** No person will be discriminated against because of age, race, color, religion, disability, sex, or national origin.

**SECTION 4.** The Union agrees that the Employer or their representative shall be the sole judge of hiring or rejecting any job applicant. The Employer agrees to exercise their right to hire or to reject any job applicants without regard to Union membership or non-membership.

**SECTION 5.**

- a. The office of SMART Local Union No. 67 will prepare a Work Order or Referral Slip when sending an employee to an Employer as a result of a request for an employee; or when notified of a new employee as a result of solicitation. Said Work Order or Referral Slip will be transmitted to Employer via telefax, digital electronic mail (e-mail), or the United States Postal Service mail system. Employers may not knowingly employ any member of SMART Local Union No. 67 without requesting and receiving a Work Order or Referral Slip on that employee from the Union.
- b. Prior to employment, new union employees will be processed immediately by SMART Local Union No. 67 and dispatched to the requesting Employer.
- c. Employer agrees to furnish each employee with a termination slip at the time of termination, with a copy to SMART Local Union No. 67 within 24 hours.

**SECTION 6.** In the event the Union fails to comply with a request for workforce within forty-eight (48) hours the employer may directly hire such workforce and refer them to the union. Upon receipt of the said employee's referral to the Union of an employee hired under the provisions of this Section, the Union agrees to research the referred employee's history of previous SMART employment and, within forty-eight (48) hours, transmit in the manner described in Section 5, above, a Work Order or Referral Slip to the said employer reflecting any prior SMART service and properly classifying the said employee. Should questions subsequently arise regarding the said employee's prior SMART service, the employer may rely upon the Union's classification of the employee embodied in the Work Order or Referral Slip.

**ARTICLE V**  
**Union Membership Required**

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

**SECTION 3.** The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and 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 condition.

**SECTION 4.**

- a. The Employer agrees to deduct from an employee's weekly pay such working assessments and assessments for service fees (excluding fines and initiation fees) as have been previously required on an authorization form signed by the employee and provided to the employer by the union at the time of hiring. Not later than the twentieth (20<sup>th</sup>) day of each month the Employer shall remit to the Southwest Gulf Coast Regional Council 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. If the deductions and the list referred to in this Subsection are mailed, they shall be considered timely received if the mailing is postmarked on or before the twentieth (20<sup>th</sup>) day of the month in question.
- b. The amount of deduction for working assessment will remain seventeen cents (\$.20) per hour until further notice from the International Association as evidenced by a valid Wage Sheet promulgated by the Union Business Manager.

**SECTION 5. Local Union Dues**

- a. Beginning July 3, 2023, the first workday of the first work week in July, Employer shall deduct from each union employee weekly dues each work week and shall submit the said amount to the Southwest/Gulf Coast Regional Council. Such submission must contain the total amount of the dues deducted from each union employees of Employer, along with the name and social security number of each covered employee. The entirety of the submission may be transmitted to the Union via US Mail and must be postmarked on or before the 10th day of the month following the month in which the dues are deducted. The Union and a signatory Employer may reach an agreement satisfactory to both parties

wherein the Employer may transmit to the Union the entirety of the submission contemplated herein electronically.

- b. The amounts of weekly dues to be collected on each classification of union employee is reflected on Appendix I – Wage Sheet.
- c. At the request of the Union, beginning on July 1, 2023 and continuing until further notice, the obligation of a member of SMART Local 67, Austin jurisdiction, to pay window dues of will cease. However, the obligation of any union member to pay any window dues owing and unpaid on that date is not affected by this Section and continues in full force and effect. The Union is empowered to use any and all methods authorized in this Contract or in the Local's constitution or rules to collect from its members any window dues delinquent and unpaid.
- d. The Austin jurisdiction weekly dues are being withheld as a courtesy to the Union. If a union employee does not have dues withheld from their check, due to no fault of the employer, it is the union employee's responsibility to remit the dues directly to the Union. The Union will retain sole responsibility for collecting any dues owed by members and the use of the proceeds from the Weekly Dues is at the sole discretion of the Union.

## **ARTICLE VI**

### **Scheduling Of Work**

**SECTION 1.** The regular workday shall consist of eight (8) hours labor in the shop or on the job between six a.m. and five p.m. and the regular workweek shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Sunday 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 6 of this Article, all work performed outside the regular working hours and performed during the regular workweek, shall be as established in Sections 3 and 5 of this Article. Employees shall be at the designated work area at shop or project site at the scheduled starting time each day and shall remain until quitting time. If parking for the jobsite requires bussing or excessive walk time, an appropriate amount of time will be allowed for members to get back to their vehicles by quitting time. This will be handled on a case by case basis at the onset of each project.

**SECTION 2.** Scheduling of the workweek shall be by mutual agreement of the Contractor and the Union office as job conditions warrant. Notification of scheduling changes will be provided to the employee and the Union office at least twenty-four (24) hours in advance. Employers may schedule a week of four ten-hour days to accommodate

the scheduling of the job mutually agreed upon by the Contractors and the Union office. Friday may be used as a make-up day if weather or other unforeseen events prevent completion of a four-day week of ten-hour workdays on Thursday and will be paid at straight time. If a Friday is scheduled as a workday in addition to the completed four-day workweek, it will be paid at time and one half (1-1/2) for the first eight (8) hours and double the regular rate for any additional hours worked. Any time beyond the scheduled workday of ten (10) hours shall be paid at the rate of pay specified in Section 5 of this Article.

**SECTION 3. Holidays.** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day shall be recognized as holidays. Saturdays and Sundays shall be recognized as regular days off. All work performed on these holidays, Saturdays and Sundays shall be paid according to Section 5.

**SECTION 4.** Except as provided in Subsections (1) and (2) of this Section, whenever any holiday listed in Section 3, above, falls on a Saturday, the preceding Friday shall be observed and whenever a holiday listed falls on a Sunday, the following Monday shall be observed as a holiday.

(1) When Christmas Day falls on a Saturday, it will be observed on the preceding Friday, and any union employee required to work on that Friday will be paid at the rate of double time. Any union employee required to work on that Saturday will be paid at the rate of double time.

(2) When Christmas Day falls on a Sunday, it will be observed on the following Monday, and any union employee required to work on that Monday will be paid at the rate of double time. Any union employee required to work on that Sunday will be paid at the rate of double time.

**SECTION 5. Overtime.**

- a. Except as provided in Section 6 of this Article (Shift Work), it is agreed that all work performed outside of regular working hours during the regular workweek 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 workforce on the job on a rotation basis so as to equalize such work as nearly as possible.
- b. In order to be eligible to receive compensation at the rate of time-and-one-half their regular hourly rate of pay, a union employee must first:  
have worked forty (40) hours during any one workweek at straight time, provided forty hours of work was available to them that week, or have worked ten (10) hours during any one work day. (Hours worked in excess of ten (10) hours in any one work day will be paid at the rate of time- and-one-half, regardless of whether the employee works forty (40) hours in that workweek.)
- c. In order to be eligible to receive compensation at the rate of twice



their regular hourly rate of pay (double-time), except for holidays recognized in this Agreement, a union employee must first: have worked twelve (12) hours in any one workday (Hours worked in excess of twelve (12) hours in any one workday will be paid at the rate of double-time, regardless of whether the employee works forty (40) hours in that workweek.), or except for shift work as defined in Section 6 of this Article, have worked hours after midnight on the day their workday began, regardless of how many hours they have worked during that workday, or have worked on Sunday or on a holiday recognized in this Agreement.

- d. Any union employee working in excess of twenty-four (24) hours will remain on overtime into and through the next scheduled work day until they have had at least six (6) hours continuous time off.
- e. Saturday hours worked, up to eight (8) hours, will be paid at the rate of time-and-one-half the regular hourly rate of pay, provided an employee has worked forty (40) hours during the workweek. All other hours worked on Saturday will be paid at the rate of twice the regular hourly rate of pay (double time).
- f. An employee may refuse, without penalty, the employer's request that they work overtime hours outside the normal workday and/or workweek.
- g. Employees will be allowed one 10-minute break in the morning and one 10-minute break in the afternoon, to be taken at the employee's designated work area.

## **SECTION 6. Shift Work.**

- a. Shifts for work to be performed outside of the normal day, and by crews which had not worked during the preceding twenty-four-hour period, may be established by the Employer and Union to meet job requirements, as long as the duration of this work is seven (7) days or longer.
- b. The regular working day, as described in Section 1 of this Article, constitutes the first shift.
- c. The second shift will cover an eight-and-one-half (8-1/2) hour period immediately following the first shift, will include a thirty (30) minute non-paid meal period, and will be paid at the regular straight time rate, plus fifteen percent (15%).
- d. The third shift will cover a seven-and-one-half (7-1/2) hour period immediately preceding the first shift, will include a thirty (30) minute paid meal period, and will be paid at the regular straight time rate plus fifteen percent (15%).
- e. Any overtime paid for shift work will include the fifteen percent (15%) premium.

- f. When work is of such a nature that it cannot be performed during the regular working hours, during the regular workweek, second and third shifts may be established at shift rates of pay without the requirement of a first shift.
- g. Energy conservation/Retrofit work performed outside the regular workday 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 Travel**

**SECTION 1.** Zone One is created. Zone One is composed of Travis County and all counties contiguous to Travis County. Zone One includes the following counties in their entirety: Bastrop, Blanco, Burnet, Caldwell, Hays, Travis, and Williamson. No travel or allowances will be paid for work performed in Zone One.

**SECTION 2.** Zone Two is created. Zone Two is centered on the State Capitol Building, located for purposes of these calculations at the intersection of Eleventh Street and Congress Avenue, Austin, Travis County, Texas. Zone Two extends to a radius of seventy-five (75) miles from the State Capitol Building and includes the areas outside Zone One and within the seventy-five (75) mile radius. A \$25 daily allowance will be paid for work performed in Zone Two.

**SECTION 3.** Union workers employed beyond Zone Two (outside the 75-mile radius, but within the territorial jurisdiction of Local 67) will receive a daily allowance of \$100 for housing and food, or a \$25 food allowance when the employer provides mutually acceptable lodging at their expense. In addition, mileage will be paid at the IRS rate, one-way to and from the jobsite. Reimbursement for mileage contemplated in this section will be calculated using mapping software provided by Mapquest.com, or another commonly used Internet mapping service agreed upon by the Employer and the Employee.

**SECTION 4.** If an Employer sends a union employee to perform work outside of the territorial jurisdiction of Local 67, travel pay and/or subsistence arrangements shall be negotiated. Per Diem and travel funds will not be paid to Member if jobsite is within 30 mile straight line distance from Member's residence.

## **ARTICLE VIII Wages, Fringes, Related Funds**

**SECTION 1.**

- a. Except as hereinafter specified in Section 2 of this Article, the minimum rate of wages and fringes for Journey person 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 1 of this Agreement shall be as follows:
1. Beginning on Monday, July 3, 2023, and ending on Sunday, July 2, 2024, the total minimum rate of wages and fringes for Journey person 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 Forty-Six Dollars and Thirty-Three Cents (\$46.33) per hour. A Wage Sheet specifying the breakdowns between wages and each fringe account is appended to this Agreement as "Addendum B." It is expressly understood that, notwithstanding the date of this Wage Sheet, the wage increase contemplated for all classifications of employees covered by this Agreement shall be retroactive back to July 3, 2023.
  2. Beginning on Monday, July 3, 2024, the start of the first full pay period following the annual anniversary of this Agreement, and ending on Sunday, July 1, 2025, the Journey person wage package in effect on July 3, 2024 will be increased by a total of Two Dollars (\$2.00) per hour.
  3. Beginning on Monday, July 2, 2025, the start of the first full pay period following the annual anniversary of this Agreement, and ending on Sunday, July 5, 2026, the Journey person wage package in effect on July 2, 2025 will be increased by a total of Two Dollars (\$2.00) per hour.
- b. At a minimum, the members of the Union agree to abide by the fringe allocations enumerated above. However, the members of the Union, at their sole discretion, reserve the right to allocate additional amounts of wages to any of the fringe funds recognized in this Agreement.
- c. In the event the allocation between the base wage and fringes of the wage increases enumerated herein changes at times other than at the annual anniversary of this Agreement, the Business Manager of SMART Local Union No. 67 agrees to furnish Employers with a new Wage Sheet enumerating the changes in allocation with sufficient lead time to allow Employers to implement such changes.
- d. Foreperson wages shall be over journey person scale as follows:  
1-7 workers: \$1.80, 8-16 workers: \$2.65, and 17-24 workers: \$3.55

## **SECTION 2.**

- a. On all work specified in Article 1 of this Agreement, fabricated

and/or assembled by Journeypersons, Apprentice, Pre-Apprentice and/or 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 Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job-site Union shall be paid to the employees employed on such work in the home shop or sent to the job-site.

- b. The Employer agrees that when fabricating for a job in the Austin Contract Area, (see covered counties, page 1) and said Employer's shop is located outside said area, the Employer will submit to the office of SMART Local Union No. 67 a certified payroll of employees working on the job which is in the Austin Contract area. This payroll is to be signed by an officer of the Corporation and notarized. The Employer agrees to post notice of jobs and wage rates to be paid when Employer is fabricating job for the Austin Contract Area.

**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 fittings for residential installations 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 panels 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 Journeypersons, 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 Sheet Metal Workers' International Association, 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.

Journeyperson 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 union employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local union shall apply.

**SECTION 7.** In applying the provisions of Sections 2, 5, and 6 of this Article, 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.**

- a. Welfare benefit contributions shall not be duplicated.
- b. 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.
- c. 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.

**SECTION 9.**

- a. Employees covered by this agreement shall be paid each week by check drawn on a bank with an Austin branch. Each employee shall be paid no later than quitting time on Tuesday for hours worked by them during the immediately preceding weekly pay period, which shall be the preceding Monday through Sunday. In the event that

Monday or Tuesday is a federal bank holiday, or a holiday recognized in this Agreement, payday for the said pay period shall be Wednesday.

- b. Pay shall be equal to the total of the employee's regular hourly rate of pay times the number of straight-time hours worked, plus any daily or weekly overtime, travel expenses, show up pay and other premium pay for fringe benefits to which they are entitled for the period, less deductions required by State or Federal law, or by this Agreement, or ordered by a court of competent jurisdiction. A check stub or slip showing all hours worked and enumerating each deduction will be provided to the employee with their check. An Employee paid later than the time specified above shall be paid at their regular hourly rate of pay of each hour, or part thereof, their pay is delayed, up to eight (8) hours per day, until payment is received provided failure to pay is the fault of the Employer.
- c. When union employees are laid off or discharged, they shall at that time be paid all wages due them, failing which, they shall charge the applicable regular hourly rate of pay until payment is received. Unless reason for termination is deemed a safety concern for those still on the jobsite, ie threats of physical violence.
- d. Alternative payroll procedures, such as electronic and/or automatic deposit are permitted upon mutual agreement of the employer and employee. However, discharged union employees shall be paid in full immediately upon discharge.

#### **SECTION 10. Show-up Time.**

- a. Journeypersons, 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.
- b. The contractor does not have to pay show up time or down time for circumstances which they cannot prevent. (Example: rain-out, blackout, bomb threat, etc.) If a member is required by the contractor to remain at the job during the delay, then they will be paid for that time.

**SECTION 11.** Each Employer covered by this Agreement shall employ at least one (1) Journeyperson 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 journeyperson sheet metal worker.

#### **SECTION 12. Local and National Industry Funds.**

- a. As provided in Sections 13 and 14, below, beginning on July 3,

2023, and ending on June 31 2026, unless Employer chooses to increase this amount under the provisions of Subsection (d) of this Section, the Employer shall pay a total of Fifteen Cents per hour (\$.15/hr) for each hour worked by each union employee except PAT's, of all Employers covered by this Agreement as combined Industry Fund Contributions. These contributions shall be remitted to the Southwest Gulf Coast Regional Council, 7551 Callaghan Rd. Suite #320, San Antonio, Texas 78229. The Council shall accumulate all such Employer contributions and remit the same, together with a list accounting for the number of hours worked and the amount of funds contributed by each contributing Employer, to MCA- SMACNA of Austin, Inc., at P. O. Box 7888, Round Rock, Texas, 78683. Notwithstanding the foregoing language, the parties hereto agree that Employer may select and employ a qualified Third-Party Administrator, at no expense to the Union or the Council, for the purpose of collecting and disbursing the Local and National Industry Fund contributions. Should such an Administrator be employed, all reporting and payment of contributions required herein to the Southwest Gulf Coast Regional Council shall cease. The said Administrator shall collect and disburse Industry Fund contributions in accordance with the terms of the agreement entered into upon the said Administrator's employment. Of the total Combined Industry Fund Dues paid and collected, MCA-SMACNA of Austin, Inc., shall remit Twelve Cents per hour (\$.12/hr) to the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS). The remaining Three Cents per hour (\$.03/hr) shall be allocated for use by the Austin Industry Fund for the purposes set forth in Section 14, below. If, during the pendency of this Agreement, the amount of SMACN-IFUS dues should be increased, the proration above shall be adjusted to accommodate such increase.

- b.** Monthly payments to the Sheet Metal Industry Funds are due on or before the twentieth (20<sup>th</sup>) day of each month for hours worked during the preceding month.
- c.** Trustees of the Sheet Metal Industry Funds have the right to take appropriate action to collect any unpaid amounts for the benefit of the Trust Funds after giving written notice of delinquency to the Employer and five (5) days notice thereafter in which to remove the delinquency. Failure by any Employer to pay the amounts due hereunder shall be deemed a breach of this Agreement as well as the Trust Agreements by said Employer and the Union shall have the right to enforce payment thereof against said Employer.
- d.** Employers, at their sole discretion, and at any time during the term of this Agreement, reserve the right to contribute additional funds to the Austin Sheet Metal Industry Fund. Should Employers choose to contribute such additional funds, Employer agrees to communicate this fact to the Business Manager of SMART Local Union No. 67

and the President of the Southwest Gulf Coast Regional Council with sufficient lead time to allow the Business Manager to prepare and distribute a new Wage Sheet to all Employers enumerating the particulars of such a change.

### **SECTION 13. National Industry Fund.**

- a. Contributions provided for in this Section 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) Twelve Cents (\$.12) per hour for each hour worked on and after the effective date of this Agreement by each union employee of the Employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 22021-1209, or for the purpose of transmittal, through the Southwest Gulf Coast Regional Council and MCA-SMACNA of Austin, Inc., or in the alternative, through a Third-Party Administrator as set forth in Subsection (a) above.
- c. The IFUS shall submit to the Sheet Metal Workers' International Association 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 SMART upon written request.
- d. Grievances concerning use of IFUS funds for purposes prohibited under Section 13(a) or for violations of other subsections of this Section may be processed by the Sheet Metal Workers' International Association 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-Chairperson of the National Joint Adjustment Board. The Arbitrator



shall be authorized to impose any remedial order they 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, and no other.

## **SECTION 14. Austin Industry Fund**

**a**

- 1.** It is mutually agreed that the Austin Sheet Metal Industry Fund, established by Agreement and Declaration of Trust, dated December 28, 1985, for promotion, education, advertising, direct contract work and by any and all available legal means to create a better acceptance and image of our Industry, will be continued. It is understood by both parties that this is to be over and above the wage and fringe rates and benefits agreed upon.
  - 2.** The Industry Advancement Committee created in Section 4 of Article XIV of this Agreement is hereby empowered to consider all facets of the Austin Sheet Metal Industry Fund. The Committee may meet as frequently as necessary to discuss ways the Austin Industry Fund can help promote the industry and the SMACNA brand and also discuss the use of its resources to increase market share.
- b.** Industry Fund reports will be included on the report form when payments are made into the Vacation and other funds agreed to in this Agreement and separate accounts will be maintained for the Austin Sheet Metal Industry Funds.
- c.** Industry Fund contributions provided for in 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.
- d.** The local industry fund shall (only on demand) 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 their written request.

- e. Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under this Section 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 15.** The Union and Employer recognize that the contributions provided in Sections 12, 13, and 14 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, 13, and 14 of this Article shall include all hours worked by each union 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 16. International Training Institute (ITI).** Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) Twelve Cents per hour, (\$.12/hr) for each hour worked by each union employee of the Employer covered by this Agreement, regardless of classification. Pre-Apprentice Trainees (PAT's) are specifically included herein. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through National Benefit Fund.

**SECTION 17. National Energy Management Institute Committee (NEMIC).** Effective as of the date of this Agreement the Employees will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, Three Cents per hour (\$.03/hr) for each hour worked by each union employee of the Employer covered by this Agreement, regardless of classification. Pre-Apprentice Trainees (PAT's) are specifically included herein. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through National Benefit Fund.

**SECTION 18. Sheet Metal Occupational Health Institute (SMOHI).**

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) Two Cents per hour (\$.02/hr) for each hour worked by each union employee of the Employer covered by this Agreement, regardless of classification, until the Institute Trustees determine that the Trust is financially self-sufficient. Pre-Apprentice Trainees (PAT's) are specifically included herein. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through National Benefit Fund.

**SECTION 19. Sheet Metal Workers' National Pension Trust Fund (NPF).**

- a. During the life of this Agreement, the employer will pay into the NPF the specified amount enumerated herein.
- b. If, during the term of this Agreement, including any renewal or extension of this Agreement, the parties, are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in critical or endangered status for a plan year, the Union may automatically adopt a schedule as described in the next paragraph, without the consent of the Association, because the labor agreement provides for the automatic allocation of the wage and fringe packages.
- c. The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe benefit package sufficient to cover fully any increases in the contribution rates to the NPF under that schedule and this allocation takes effect no later than the date specified in that schedule. The Union shall have the sole right to allocate, at any time during the term of this agreement, such amounts from the wage package to increase the contribution rates to the amount required for one of the schedules provided by the NPF. In the event that the Union so allocates, it will promptly notify the NPF and the Employer and supply any documentation which the NPF may require.
- d. The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time to time.
- e. If the NPF requires any contributions or payments of any kind that are in excess of these amounts, or if additional payments or

contributions of any kind are required by law to be paid by the Employer, same will be deducted from the overall negotiated Wage Package including the base wage, if necessary, provided that the Employer has remained in strict compliance with any relevant schedule issued under NPF's Rehabilitation Plan, ERISA and related regulations. For

example, in the event the employer assessments (e.g. surcharges) or excise taxes are required to be paid to the NPF (or the IRS in the case of an excise tax) for work performed under this Agreement, the Employer shall be entitled to make an equal offset to the taxable base rate. As an example, if the Employer is required to pay an assessment of Ten Cents per hour (\$.10/hr) to the National Pension Fund, the Employer shall deduct an equal amount from the employee's taxable base pay. The Union shall not reduce or eliminate contributions to the NPF if it could trigger withdrawal liability or excise taxes for the Employer.

## **SECTION 20. Sheet Metal Workers' National Health Fund (NHF).**

Through the life of this Agreement, the employer will pay into the NHF the specified amount enumerated herein.

## **SECTION 21. Sheet Metal Workers' Area Joint Apprenticeship And Training Fund (JATC).**

- a. Throughout the life of this Agreement, the Employer will pay into the JATC the specified amount enumerated in the Wage Sheet promulgated by the Union Business Manager. Employer agrees to match required increases in the JATC Fund as long as their increases are approved by the Austin JATC Committee.
- b. Beginning on July 1, 2023, and unless adjusted under the provisions of this Agreement, the Employer shall continue to pay a total of Seventy-One Cents per hour (\$.71/hr) for each hour worked by each of their union employees covered by this Agreement as contributions to the Sheet Metal Workers Local Union No. 67 Area Joint Apprenticeship and Training Fund. If during the pendency of this Agreement the per-hour amount of this contribution should be adjusted, said adjustment must be properly reflected on a valid Wage Sheet promulgated by the Union Business Manager.
  1. The contributions required herein shall be remitted to the Southwest Gulf Coast Regional Council, 7551 Callaghan Rd. Suite #320, San Antonio, Texas 78229. The Union shall accumulate all such Employer contributions and remit the same in their entirety to the Board of Trustees of the Sheet Metal Workers Local Union No. 67 Area Joint Apprenticeship and Training Fund.
  2. Notwithstanding the foregoing language, the parties hereto agree that if a qualified Third- Party Administrator is employed for the purpose of collecting and disbursing the JATC contributions required herein, it shall be at no expense to the

Union or the Council. Should such an Administrator be employed for these purposes, all reporting and payment of contributions to the Southwest Gulf Coast Regional Council shall cease and contributions will then be remitted to the said Administrator, who shall collect and disburse all JATC contributions in accordance with the terms of the Restated Agreement and Declaration of Trust of Sheet Metal Workers Local Union No. 67 Area Joint Apprenticeship and Training Fund.

## **SECTION 22. Vacation/Savings Accounts.**

- a. All funds paid into an employee's Vacation/Savings Account in any financial institution under the provisions of any previous Collective Bargaining Agreement, shall at all times remain the exclusive property of the individual employee from whose pay the money was deducted. Each individual employee shall have the right to leave such monies on deposit or withdraw all or any part of such deposits as desired.
- b. Any employee desiring vacation shall give their employer or supervisor at least thirty (30) days' notice.
- c. Should a valid Wage Sheet be promulgated by the Union Business Manager directing that employee funds no longer be deducted and deposited into the employee's Vacation/Savings Account, all Vacation/Savings Account deductions will cease as of the effective date of the Wage Sheet and all wages earned by the employee will be reflected in their weekly paycheck. From the effective date of the said Wage Sheet forward, no wages shall be deducted for the employee's Vacation/Savings Account unless and until a subsequent valid Wage Sheet requiring such a deduction is received from the Union Business Manager.
- d. In the event that any federal, state, or local government mandates that Employers provide paid leave to its employees, the Parties shall reopen this Agreement for the sole purpose of reinstating the Vacation/Savings Account or establishing a similar fund sufficient to meet the requirements of the mandated paid leave law(s). In addition, the Parties agree that the Local Union shall allocate from the existing wage and fringe package, and/or a reallocation from any increases to the wage and fringe package provided for under this Agreement, to the Vacation/Savings Account or newly established fund so as to provide for an amount sufficient to cover the paid leave mandates. If a construction industry exemption is available to the mandatory paid leave law(s), the parties will endeavor to meet the requirements to fit within that exemption, if at all possible, so as not to reinstate the Vacation/Savings Account or similar plan.

## **SECTION 23. 401(k) Fund.**

- a. Employees are authorized to create a 401(k) fund, in which all

employees must participate equally. The creation of this fund is voluntary, at the option of the employees. The Employer shall not be required to make any contribution into the 401(k) fund. All contributions into the fund must come in the form of a reduction in the employee wage or a reduction in the employee vacation fringe, with no resulting increase in the amount of the total package.

- b. Employers agree to cooperate fully with representatives of the employees in the creation of the 401(k) fund, with the understanding that all fees incurred in the creation of the fund will be borne by the employees.

#### **SECTION 24. Agreements; Declarations of Trust.**

- a. The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing 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 the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.
- b. The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

**SECTION 25. Contribution Guarantees.** 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 with ten (10) days notice to the employer 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 26. Bonds; Letters Of Credit.**

- a. Except as provided below, each Employer shall carry a bond or letter of credit in favor of, and deposited with, SMART Local Union No. 67 and issued by a bonding company with an "A" rating or better, or by a local financial institution or financial institution with local branch, and containing such terms and conditions as may be acceptable to the Board of Trustees of the various Trust Funds and SMART Local Union No. 67, in the amount of \$5,000.00 or if greater, an amount equal to 170 hours per employee, (based on the Employer's average number of employees from the previous year) as determined by the Board of Trustees from the various funds and/or SMART Local Union No. 67, times the total contribution for

all fringe benefits, and any other deductions approved in this agreement, such as vacation, 401-K, Equality Fund, etc., up to a maximum amount of \$100,000.00.

- b.** Provided, however, a contractor who has maintained, during the twelve-month period immediately prior to the posting of the bond required herein, a record of timely payment of all fringes contemplated in this Section shall be entitled to post a bond in an amount equal to their obligations hereunder, or \$20,000, whichever is less. This bond, when posted, shall satisfy all the requirements of this Section.
- c.** This bond or letter of credit (rounded up to the nearest \$1,000 increment) will guarantee the full, complete, and prompt payment of all monies due SMART Local Union No. 67 and the Trustees of the following funds: Sheet Metal Workers National Health & Welfare Fund, Sheet Metal Workers National Pension Fund, SMART Local Union No. 67 Joint Apprentice and Training Fund, International Training Fund, SASMI Fund, NEMI Fund, and SMOHI Fund. This bond or letter of credit will also guarantee the full, complete, and prompt payment of all moneys deducted for vacation, working assessments, etc., and/or any future fringe funds created, or assessments levied pursuant to the provisions of this Agreement.
- d.** Such bonds shall be in full force prior to the date of first employment under this Agreement. The bond will include provision requiring a sixty (60) day notification to the Union and the Employer before cancellation can be made. The date of calculation for determining the previous year's average number of employees shall be the 12-month period immediately prior to his posting of the bond required herein. In the event the employer is new to this agreement or working under the terms of this agreement but not signatory to this agreement, the employer must submit to the Union for their approval an estimate of the average monthly workforce that they intend to employ in order to calculate the amount of bond or the amount of the letter of credit. Any contractor failing to acquire a bond or letter of credit will not be supplied with Union workers.
- e.** A copy of either the bond or letter of credit will be provided to the Union and the Employer Association. The Union will be responsible for enforcement and approval of all bonds and letters of credit submitted.
- f.** When an Employer is performing any work specified in Article I of this Agreement outside the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal Workers' International Association, 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.

- g.** The contributions to the various funds and entities required in this Agreement will be due no later than the twentieth (20<sup>th</sup>) day of the month following the month in which they were accrued. Contributions not postmarked by the 20<sup>th</sup> day of the month following the month in which they were accrued shall be considered delinquent and shall incur a penalty in an amount equal to ten percent (10%) of the total of delinquent contributions. An Employer who has made delinquent contributions to any national or local fund shall, upon written notification of the trustees or local union, make the required payment to such funds at weekly intervals. Such weekly payments shall continue until the Employer has completely satisfied their delinquency and has made timely contributions for a period of three (3) consecutive months.
- h.** The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. If it becomes necessary to pursue legal remedies to collect contributions due, all legal expenses, attorney fees and court costs will be borne by the delinquent Employer.

**SECTION 27. Workers Compensation Insurance, Unemployment Insurance.**

- a.** All signatory contractors will provide proof of Workers' Compensation Insurance, in the form of a certificate from the Texas Workers' Compensation Commission. Notice of cancellation shall be mailed to the offices of SMART Local Union No. 67, currently located at 11 Burwood Lane, San Antonio, Texas 78216, or to another party designated by the Union, no less than 60 days from cancellation.
- b.** Each employer will maintain unemployment insurance through the Texas Workforce Commission on employees covered by this agreement.



## ARTICLE IX General Provisions

### SECTION 1. Tools.

- a. Journeypersons, 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 have established a standardized tool list:

Sheet metal hammer	Chalk Line
Screw drivers	End wrench set 7/16", 1/2", 9/16"
Pop-rivet tool	Sheetrock hand saw
Tongs	Hack saw
Crimping tool	Edge scribe
Bull dog snips	Knife
R-H, L-H, Straight, & Bulldog Aviation snips	Side cutter pliers
25' Tape measure	Tool pouch
Drift pin	Whitney No. 5 junior punch w/dies
Vise grips	1/4" & 5/16" nut drivers
"C" grips (two each)	Adjustable square
Horse shoe nippers (drive pullers)	Scratch Awl
Calculator	Dividers
Plumb-bob	Tool Box

- b. A Pre-Apprentice sheet metal worker covered by this Agreement shall provide for themselves, not later than the 60<sup>th</sup> day of their employment as a pre-apprentice, the following hand tools:

Sheet Metal Hammer	Vise Grips
Screwdrivers	Knife
Right-hand and Left-hand Snips	Tool Pouch
25' Tape Measure	Scratch Awl

- c. Employer shall provide special tools when required and necessary safety precautions for fiberglass fabrication and installation.

**SECTION 2. Safety Equipment.** The employer will provide all safety equipment required to meet safety standards, with the exception of steel-toed boots and prescription safety glasses, which are the member's responsibility.

**SECTION 3. Personal Transportation.** Journeypersons, 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 workforce, tools, equipment or materials from shop to job, from job to job, or from job to shop. Facilities for such transportation shall 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. Journeypersons, Classified Workers, PATs, and Apprentice Sheet Metal Workers covered by this Agreement shall be allowed one move between jobs during working hours using their own transportation if they are moved because the job is completed, with the understanding that they shall be paid mileage as provided in this Agreement and shall be paid for the time spent in transit.

#### **SECTION 4. Working Rules.**

- a. Each employer shall have a Shop and Job Foreperson designated and they shall be paid a Sheet Metal Foreperson's wage. The Foreperson will be the only representative of the Employer who shall issue instructions directly to the Journeypersons. However, this shall not restrict the right of the Employer to issue instructions to any employee, or to deny the Employer (Owner) the right to act as the first-Foreperson, provided they are a qualified Sheet Metal Worker.
- b. No member of any firm shall be allowed to handle tools, unless one (1) or more Journeyperson are employed by the firm. As many as two members of the firm will be allowed to handle tools at any time in the shop.
- c. Any employer party to the Agreement is to be a qualified Sheet Metal Contractor and maintain a business other than a residence and regularly employ one or more Journeyperson Sheet Metal Workers. In order to qualify as a Sheet Metal Contractor such Contractor agrees to supply and maintain the minimum Health and Comfort Standards necessary to produce proper working conditions. Such Health and Comfort Standards shall be set up by the National Joint Adjustment Board as set forth in Article X, Section 2 of this contract and will be subject to review and change by such Board.
- d. In the event clean water is not provided at the field worksite by the general contractor or other responsible entity, Employer will supply water and a sanitary method for its consumption.

#### **SECTION 5. Shop Stewards.**

- a. A shop or job Steward shall be a working employee appointed by SMART Local Union No. 67, who shall, in addition to their work as a Journeyperson, be permitted to perform during working hours, such of their Union duties as cannot be performed at other times.
- b. SMART Local Union No. 67 agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow Stewards a reasonable amount of time for the performing of such duties. SMART Local Union No. 67 shall notify the Employer of the appointment of each Steward.

- c. Stewards shall observe conditions of employment and conduct of members to the end that the duties and obligations of members and the provisions of this Agreement shall be complied with and shall assist, whenever possible, in adjusting minor differences or misunderstandings which arise regarding the interpretations or application of the provisions of this Agreement in connection with the employment of members in shops or on jobs. Stewards shall not be discriminated against by the employer in the performance of the duties herein stated.
- d. Stewards shall be selected by appointment by representatives of SMART Local Union No. 67, in the shop or on the job, as the case may be. Steward shall not be terminated without notifying the Local office on the same day, but not before termination.

### **SECTION 6. Most Favored Nations Clause.**

- a. In the event that the Union is party to a collective bargaining agreement which includes a provision or provisions that are more favorable than those set forth in this Agreement, the Association may adopt such collective bargaining agreement in its entirety. Such adoption shall become effective immediately upon written notification by certified mail to the Union of adoption by the Association.
- b. Upon written request of the Association, the Union shall within seven (7) days provide copies of any collective bargaining agreement that it is party to, covering the performance of any work that falls within the scope of work covered by this Agreement.
- c. The provisions of this Section shall not, however, permit the Association to adopt a more favorable collective bargaining agreement granted by the union to a newly organized employer if that collective bargaining agreement has a duration of two years or less.

### **SECTION 7. OSHA TRAINING**

OSHA-30 hour training required for all journeypersons. New journeypersons brought in have 1 year to get their OSHA-30 certificate, if they fail to do so they will not be eligible for upgrade until they have obtained their OSHA-30 Hr. certificate. Current members with no OSHA-30 Hr. certificate will be frozen at current rate (\$30.24) per hour until they obtain the certificate.

## **ARTICLE X Grievance Procedures**

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.**

- a. 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.
- b. To be valid, notices identifying the reason(s) for the grievance must be given to the affected employer and to the Employers Association in writing by registered or certified mail, return receipt requested, or by an overnight mail or courier delivery service that provides a return receipt, within thirty (30) calendar days following the occurrence giving rise to the grievance.

## **SECTION 2.**

- a. 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 and the 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. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.
- b. 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.**

- a. 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-Chairperson of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairperson 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.

- b. In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of Sheet Metal Workers' International Association 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-Chairpersons 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.
- c. 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, shall 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 proceeding 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.

**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) representatives(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairpersons 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-Chairperson of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairpersons 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- Chairpersons 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-Chairpersons 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, telegram 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 National Joint Adjustment Board to resolve disputes over the initial establishment 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 have been unsuccessful. Such

a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. \* The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute. \* **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, or 4201 Lafayette Center Drive, Chantilly, VA. 20151-1209.**

## **ARTICLE XI Apprentices**

**SECTION 1.** All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. 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.**

- a. 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.
- b. 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.
- c. The parties to this Agreement hereby agree that Apprentices should be rotated through work areas to encourage the production of well-rounded craftspeople. The members of the JATC strongly encourage Employers to expose Apprentices to the broadest work experience possible during the term of their apprenticeship.



**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 Journeypersons 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 Journeypersons 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, 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) Journeypersons 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.** All applicants for Apprenticeship shall meet the requirements set forth in the Sheet Metal Workers Local Union No. 67 Area Joint Apprenticeship Training Standards which are approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training. All applicants for Apprenticeship shall be at least eighteen (18) years of age and 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 Journeyperson until apprenticeship terms have been completed and they have qualified as Journeyperson.

**SECTION 6.**

- a. A graduated wage scale for Apprentices shall be established and maintained on the following percentage basis of the established wage rate of Journeyperson sheet metal workers:

First Year:	First Half, 60%	Second half, 65%
Second Year:	First Half, 70%	Second half, 75%
Third year:	First Half, 80%	Second half, 85%
Fourth year:	First Half, 90%	Second Half, 95%

- b. In the event of a Health & Welfare contribution increase during the life of this agreement, should the required deduction from an Apprentice's base wage cause said wage to fall below their

mandated percentage of Journeyperson base wage enumerated in Subsection (a), above, the Employer agrees to pay that shortfall which will preserve the mandated percentage.

**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.**

- a. 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.
- b. 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 Journeypersons.

**SECTION 10.** Benefits paid on behalf of each Apprentice shall be paid at full Journeyperson rate, except for National Pension Fund Contributions, which shall be paid at rates equal to their wage pro-ration enumerated in Section 6 of this Article.

**SECTION 11.** MCA-SMACNA of Austin will pay for the JATC graduation banquet up to \$4,000.00 per year.

## **ARTICLE XII Pre-Apprentices**

**SECTION 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee (JATC) and the JATC shall grant Pre-Apprentices 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 Journeypersons 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.

- a. 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.

The wage scale for Pre-Apprentices shall be fifty-three percent (53%) of the wage rate of Journeyperson sheet metal workers. Health and welfare contributions are required for Pre-Apprentices and are the same as those enumerated herein for Journeypersons. Pension contributions will be paid on all hours worked by Pre-Apprentices beginning with the first payroll period after the Pre-Apprentice has been employed for ninety (90) days in the amount of five percent (5%) of the Journeyperson pension fund contribution, to the next whole cent, for each hour worked. The parties shall make all necessary arrangements so that any Pre-Apprentice being reclassified shall experience no break in benefits coverage.

- b. No Pre-Apprentice shall be retained as a Pre-Apprentice beyond one (1) year unless they have been found to be qualified as an applicant.

## **SECTION 2.**

- a. Pre-Apprentices will work only under direct supervision of Journeyperson when working with tools of the trade.
- b. Pre-Apprentices working as laborers may work alone.
- c. Only Pre-Apprentices eligible for the apprentice program may work with the tools of the trade.

## **ARTICLE XIII Classified Workers**

### **SECTION 1.**

- a. Except as provided in any addendum to this Agreement, Classified Workers may be employed in the following ratios:

- 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.

For work performed under the provisions of any addendum to this Agreement, the ratios specified in that addendum will control.

- b. 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 fifty percent (50%) of the Journeyman wage rate. Benefits paid on behalf of each Classified Worker shall be paid at the full Journeyman rate, except for Nation Pension Fund contributions, which shall be paid at rates equal to their wage pro-ration enumerated herein.
- c. 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.
- d. First time organized in Classified workers will not be dispatched at more than 80% of Journeyman basic hourly wage. Within the first 30 days worked an evaluation will be performed by their direct supervision and the union to determine if the member should be redispached at a higher or lower wage rate.

## **ARTICLE XIV**

### **Market Recovery Provisions**

**SECTION 1. Crew Ratios.** On all field installation of new construction projects, the Employer is authorized a crew ratio of two-one-one-and-one, and therefore may employ one Apprentice, one Pre- Apprentice, and one Classified Worker for each two Journeymen they have regularly employed. In the event the Union is unable to supply a sufficient number of Apprentices or Pre-Apprentices to satisfy this Market Recovery Crew Ratio, the Employer may employ Classified Workers in sufficient numbers to satisfy the ratio.

**SECTION 2. Wage Assessment.** Sheet Metal Workers Local Union No. 67 (the Local) currently has in place a one percent (1%) working assessment to fund a Wage Equality Program. The amount of this working assessment may be adjusted by a binding vote of the Austin members of the Union. This program is administered by the Business Manager of the Local. When approved by the Business Manager, funds are

available for use by signatory contractors so long as those contractors are in compliance with the Policies and Procedures as established and amended from time to time by the Local. Any contractor having questions or needing a copy of the Policy and Procedure Agreement is encouraged to contact the Local at its San Antonio office.

**SECTION 3. Resolution 78 Assistance.** At their convention in September of 1982, Sheet Metal Workers International delegates amended the International's Constitution by including a provision known as Resolution 78. This provision encourages and empowers the Business Manager of each Local to take whatever steps they deem necessary to enable union contractors and union labor to favorably compete against the non-union sector and ensure that all possible work is recaptured. Any contractor having questions or needing a copy of Resolution 78 and its application is encouraged to contact the Local at its San Antonio office.

**SECTION 4. Industry Advancement Committee.**

- a. SMACNA and SMART 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 the Industry Advancement Committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committee will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.
- b. The Union may publicize and submit to the Employers the names of firms and companies in Agreement with Local Unions affiliated with SMART who manufacture products bearing the SMART union label.
- c. The Union shall cooperate with the Association in all matters for the betterment of the Industry, realizing that the best working conditions for their members depend on a prosperous industry.

**SECTION 5. Light Commercial Work.** Notwithstanding any other provision or provisions of this Agreement, this Section controls the working conditions and crew ratios that shall apply for all work described in this Section performed in the territorial jurisdiction covered by this Agreement.

- a. This Section applies to work that may be performed on the following projects, including but not limited to: fast food outlets; convenience stores; service stations; laundromats; grocery stores; retail stores and related distribution centers; branch banks; restaurants; bars, taverns and roadhouses; mini-storage buildings; churches; shopping centers (excluding large malls); warehouses; health clubs; manufactured housing; condominium buildings; apartment buildings; retirement homes; nursing homes; convalescent homes; office buildings (up to four stories, and not to exceed 200,000 conditioned

square feet); medical/dental office buildings (up to four stories, and not to exceed 200,000 conditioned square feet); emergency medical centers; satellite medical facilities; completion or remodeling of tenant or individual residential units; motels; auto dealerships; service centers and garages; dorm buildings; elementary schools; middle schools (or junior high schools), high schools; and private or church schools.

- b. Work may be performed under the terms and conditions set forth in this section on any other project or work not specifically identified in this Article, provided the work has been mutually agreed upon in writing on a form developed specifically for this purpose and signed by the Business Manager of SMART Local Union No. 67, the SMART International Representative for the territorial jurisdiction covered by this Agreement, or the President of the Southwest Gulf Coast Regional Council before the said work is bid.
- c. **Crew Ratios.** There are no specific crew ratios for work performed under this Section. Employers may constitute their crews in any composition that Employers believe will produce the most cost-efficient and productive results, *provided however*, that at least one journey person must be present on all work performed under this Section.
- d. Crew ratios for work done within an Employer's shop shall remain as specified in the Agreement.
- e. The Union agrees that the Employer or their representative shall be the sole judge of hiring or rejecting any job applicant. The Employer agrees to exercise their right to reject any job applicants without regard to Union membership or non-membership. Except in the case of "Laborers" in Subsection (f), below, there shall be no restrictions on the types of work that may be performed by the classifications of workers contemplated in this Section.
- f. Contractors may utilize laborers to perform any work not reserved in the Agreement for Journeypersons, Apprentice, Pre-Apprentice, or Classified Sheet Metal Workers, including, but not limited to the following tasks: painting; clean-up; driving vehicles; loading, unloading, transporting, and distribution of materials, tools, and equipment; application of exterior sealant, insulation, and identification. Laborers may not use the tools of the sheet metal trade.
- g. **Notification.** The Employer agrees to notify the Local Union, on a form specifically developed for this purpose, of any work to be performed under the provisions of this Section.
- h. **Exclusivity.** It is expressly understood by and between the parties to this Agreement that the Union will not grant Wage Equality

assistance on any job that is to be performed under the terms of this Section.

**ARTICLE XV**  
**Discrimination Prohibited**

*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 XVI**  
**Effective Date; Severability Clause**

**SECTION 1.**

- a. **This Agreement and “Addendum A, Alcohol and Substance Abuse Testing Policy”** attached hereto, shall become effective on July 3, 2023, and remain in full force and effect until the 31<sup>th</sup> day of June, 2026, 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.
  
- b. Addendum B, “Sheet Metal Local #67 Wage Sheet” specifying wage and fringe amounts shall become effective by its terms on Monday, July 3, 2023, and will control wage and fringe obligations from that date forward.

**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 to this Agreement.

**SECTION 5.** By execution of this Agreement the Employer authorizes MCA-SMACNA of Austin, Inc., to act as its collective bargaining representative on 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.

**CONTRACT EXECUTION**

In witness whereof, the parties hereto affix their signatures and seal on the dates reflected below.

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PRE- 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.

**Execution on behalf of the parties:**

MCA-SMACNA of Austin, Inc.

By:   
\_\_\_\_\_  
Kyle Smith, President

July 3<sup>rd</sup>, 2023

SMART Local Union No. 67

By:   
\_\_\_\_\_  
James L. May Jr, Business Manager

July 3<sup>rd</sup>, 2023

**(Addendums to follow)**

## **ADDENDUM 'A'**

### **ALCOHOL AND SUBSTANCE ABUSE TESTING POLICY**

#### **PREFACE**

Alcohol/substance abuse is recognized as a treatable illness. The desired result is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP). The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services.

Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or even termination of employment. This statement addresses the testing issue, only.

No substance-testing program should be implemented unless there is an Employee Assistance Program (EAP) implemented to provide treatment for any bargaining unit employees.

#### **GENERAL PROVISIONS**

The SMART/SMACNA Joint Alcohol and Substance Abuse Committee regard blood/urine testing as problematic and do not advocate reliance on such procedures to identify individuals with an alcohol/chemical dependency. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse.

These include:

1. Pre-employment screening.
2. Probable cause.
3. Work opportunity mandated testing.
4. Random Testing
5. Post-Accident

No employee may report to work under the influence of any drug, alcoholic beverage narcotic or other substance that may adversely affect their ability to work or jeopardize their safety or the safety of others. Any violation of this provision will be cause for discipline, including immediate termination. Any employee who tests positive pursuant to the procedures herein outlined is in violation of this section. Failure to submit to any drug/alcohol testing

required pursuant to this contract including failure to report in a timely manner to a collection site, sign any consent forms, or otherwise cooperate in the collection of any urine specimen, will likewise constitute a violation of this section. All personnel employed under the terms of this agreement will participate in periodic drug screening as described below.

Any employee found in violation of this contract by virtue of a positive drug test will have the right to request that a second confirmation test be performed at the employee's expense on the original urine sample, which is to be held by the laboratory for at least five (5) days. This request is to be submitted to the employer in writing, together with funds to pay for the second confirmation test, within seventy-two hours after the initial test. If the second confirmation test is negative, the employee will be reimbursed for the cost of the second confirmation test.

Whenever testing is utilized it shall be accomplished through dignified and humane procedures insuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. The sheet metal employer (or JATC) and union shall be notified only of the positive or negative results.

For all testing, test shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or standards established by the applicable State having jurisdiction, whichever are the more stringent; maintain high quality control procedures; and, follow manufacturer's protocols. All initial positive tests shall be subject to a confirmation assay, such as a Gas Chromatography with Mass Spectrometry (GC/MS). The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or those established by the State having jurisdiction, whichever are the more stringent.

## **PRE-EMPLOYMENT SCREENING**

The screening of new prospective employees may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment offered. In hiring of Journeypersons and Apprentices, pre-employment drug screening is required to be done on employees' time. Employer agrees to notify Union of workforce needs at least forty-eight hours before employees are dispatched from Union. In hiring of Journeypersons and Apprentices when less than forty- eight hours notification has been given to Union, pre-

employment drug screening will be done on employers' time.

Therefore, pre-employment drug/alcohol testing of applicants, for sheet metal positions covered by the terms of a collective bargaining agreement may screen out those with a substance abuse problem.

### **PROBABLE CAUSE**

Substance testing may be implemented when there is "probable cause". Probable Cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform their job in a safe manner.

### **WORK OPPORTUNITY MANDATED TESTING**

In all situations where an employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

### **RANDOM TESTING**

All employees working under this Agreement shall be pooled for the purpose of random substance abuse testing.

Random screening will be implemented at the discretion of each individual employer. Not more than ten percent (10%) of each employer's workforce will be tested in any one-calendar quarter.

Employees will be selected for screening under this subsection through the use of a blind computer-generated program under the complete control of the third-party testing facility. Such program will be designed to use social security numbers rather than names to assure random and impartial selection. Employers may not submit or delete names for screening under this Subsection.

**POST ACCIDENT**

Post-accident or injury screening may occur after any work-related accident or injury.

**PROVISO**

(a) Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this Policy Statement.

**(b) Any violation of the provisions of this policy will be cause for discipline, including immediate termination. The expense of any drug or alcohol education/awareness programs which are approved by both parties and the expense of the screenings described herein (except as stated in section (A) 4 of the General Provisions) will be borne by the Employer.**

**Execution on behalf of the parties:**

**MCA-SMACNA of Austin, Inc.**

By:   
\_\_\_\_\_  
Kyle Smith, President

July 3<sup>rd</sup>, 2023

**SMART Local Union No. 67**

By:   
\_\_\_\_\_  
James L. May Jr, Business Manager

July 3<sup>rd</sup>, 2023



**SHEET METAL LOCAL #67 WAGE SHEET**  
**Effective July 3rd, 2023**  
 Per Austin Contract July 1, 2023 through June 30, 2026

	Hourly Wage	Deductions			Fringes paid by Employer							Total Fringes	Total Package
		International Per-Capita Working Assessment	Working Assessment 1% of Gross Wage (IAP)	Weekly Dues	National Pension Fund	National Health & Welfare	Local Apprentice Training	ITI / NEMI	Industry Fund	SMOH			
Journeyman Basic Wage	\$ 30.24	\$ 0.20	\$ 0.20	\$ 39.00	\$ 10.46	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 16.09	\$ 46.33
Foreman 1 (1-7)	\$ 32.04	\$ 0.20	\$ 0.20	\$ 39.00	\$ 10.46	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 16.09	\$ 48.13
Foreman 2 (8-16)	\$ 32.89	\$ 0.20	\$ 0.20	\$ 39.00	\$ 10.46	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 16.09	\$ 48.98
Foreman 3 (17-24)	\$ 33.79	\$ 0.20	\$ 0.20	\$ 39.00	\$ 10.46	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 16.09	\$ 49.88
Apprentice 1st Year 60%	\$ 18.14	\$ 0.20	\$ 0.20	\$ 22.75	\$ 6.28	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 11.91	\$ 30.05
Apprentice 1st Year 65%	\$ 19.66	\$ 0.20	\$ 0.20	\$ 24.25	\$ 6.80	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 12.43	\$ 32.09
Apprentice 2nd Year 70%	\$ 21.17	\$ 0.20	\$ 0.20	\$ 25.50	\$ 7.32	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 12.95	\$ 34.12
Apprentice 2nd Year 75%	\$ 22.68	\$ 0.20	\$ 0.20	\$ 27.00	\$ 7.85	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 13.48	\$ 36.16
Apprentice 3rd Year 80%	\$ 24.19	\$ 0.20	\$ 0.20	\$ 28.25	\$ 8.37	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 14.00	\$ 38.19
Apprentice 3rd Year 85%	\$ 25.70	\$ 0.20	\$ 0.20	\$ 29.75	\$ 8.89	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 14.52	\$ 40.23
Apprentice 4th Year 90%	\$ 27.22	\$ 0.20	\$ 0.20	\$ 31.00	\$ 9.41	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 15.04	\$ 42.26
Apprentice 4th Year 95%	\$ 28.73	\$ 0.20	\$ 0.20	\$ 32.50	\$ 9.94	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 15.57	\$ 44.30
Classified 45%	\$ 13.61	\$ 0.20	\$ 0.20	\$ 30.50	\$ 4.71	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 10.34	\$ 23.95
Classified 50%	\$ 15.12	\$ 0.20	\$ 0.20	\$ 30.50	\$ 5.23	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 10.86	\$ 25.95
Classified 55%	\$ 16.63	\$ 0.20	\$ 0.20	\$ 30.50	\$ 5.75	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 11.38	\$ 28.02
Classified 60%	\$ 18.14	\$ 0.20	\$ 0.20	\$ 30.50	\$ 6.28	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 11.91	\$ 30.05
Classified 65%	\$ 19.66	\$ 0.20	\$ 0.20	\$ 30.50	\$ 6.80	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 12.43	\$ 32.09
Classified 70%	\$ 21.17	\$ 0.20	\$ 0.20	\$ 30.50	\$ 7.32	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 12.95	\$ 34.12
Classified 75%	\$ 22.68	\$ 0.20	\$ 0.20	\$ 30.50	\$ 7.85	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 13.48	\$ 36.16
Classified 80%	\$ 24.19	\$ 0.20	\$ 0.20	\$ 30.50	\$ 8.37	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 14.00	\$ 38.19
Classified 85%	\$ 25.70	\$ 0.20	\$ 0.20	\$ 30.50	\$ 8.89	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 14.52	\$ 40.23
Classified 90%	\$ 27.22	\$ 0.20	\$ 0.20	\$ 30.50	\$ 9.41	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 15.04	\$ 42.26
Classified 95%	\$ 28.73	\$ 0.20	\$ 0.20	\$ 30.50	\$ 9.94	\$ 4.60	\$ 0.71	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.02	\$ 15.57	\$ 44.30
PAT Minimum 53%	\$ 16.03	\$ 0.20	\$ 0.20		2% \$ 0.52	\$ 4.60	\$ 0.08	\$ 0.15	\$ -	\$ 0.02	\$ 5.37	\$ 21.40	

**Beginning on July 1, 2023 and continuing until further notice Weekly dues will be withheld from the members check and remitted to the SWGCRG Office no later than the 10th day of the following month in which the dues are deducted**

**Note the increase of \$0.02 to the International Per-Capita and the \$0.36 to the Health and Welfare as well as \$1.89 to the Hourly Wage**

\*\* National Pension fund is not effective on PAT's until after 90 days of employment at a rate of \$0.52 per hour.

\$50 Initiation fee to be withheld from the first check of all PAT's

**PAT dues are 2% of gross wages, starting on the second month.**

**COUNTRIES:** BASTROP, BLANCO, BURNET, CALDWELL, HAYS, LLANO TRAVIS, and WILLIAMSON

**Holidays:** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day




# ADDENDUM 'B,' WAGE SHEET FOR 2023-2024

**“MEMORANDUM OF UNDERSTANDING-  
CREW RATIOS”**

The language of the “Memorandum of Understanding-Crew Ratios” taking effect on July 3, 2023 and expiring on June 31, 2026 is hereby incorporated by reference into this Collective Bargaining Agreement.

**Execution on behalf of the parties:**

**MCA-SMACNA of Austin, Inc.**

By:   
\_\_\_\_\_  
Kyle Smith, President

July 3<sup>rd</sup>, 2023

**SMART Local Union No. 67**

By:   
\_\_\_\_\_  
James L. May Jr, Business Manager

July 3<sup>rd</sup>, 2023





