

AGREEMENT

between

INTERNATIONAL ASSOCIATION OF THE SHEET METAL, AIR, RAIL
AND TRANSPORTATION WORKERS (SMART) LOCAL 263

and

SHEET METAL CONTRACTORS LABOR RELATIONS COUNCIL OF
IOWA, INC.
CEDAR RAPIDS CHAPTER

Effective May 1, 2022
Expires April 30, 2025

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STANDARD FORM OF UNION AGREEMENT

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

(As Amended)*

Agreement entered into this first day of May 2022 by and between Sheet Metal Contractors Labor Relations Council of Iowa, Inc., Cedar Rapids Chapter hereinafter referred to as the Employer, and Local Union No. 263 of the International Association of the Sheet Metal, Air, Rail and Transportation Workers (SMART) hereinafter referred to as the Union for Benton, Delaware, Iowa, Johnson, Jones and Linn counties.

ARTICLE 1

SCOPE OF WORK

Section 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrications, assembling, handling, erections, 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 regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of SMART

**The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by SMART and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither SMART, nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither SMART, nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc. shall be deemed to be a party to any such collective bargaining agreement including such language.

ARTICLE 2

SUBCONTRACTING

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

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

ARTICLE 3

SPECIFIED ITEMS

Section 1. The Employer agrees that none but journeymen, apprentice and preapprentice sheet metal workers shall be employed on any work described in Article 1 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.

ARTICLE 4

FURNISHING SHEET METAL WORKERS

Section 1. The Union agrees to furnish upon request by the Employer, duly qualified journeymen, apprentice and preapprentice 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. (See Article 32, Sections 1-4)

ARTICLE 5

UNION MEMBERSHIP / RECOGNITION CLAUSE

Section 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article 1 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 failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic

jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

Section 3. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

Section 4. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

Section 5. The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the fifteenth (15th) day of each month, the Employer shall remit to the designated financial officers of the SMART Union the amount of deductions made for the prior month, together with a list of employees with their Social Security numbers for whom such deductions have been made. (See Iowa law: Article 50)

Section 6. The Employer party hereto, after reviewing evidence provided by the Union that a majority of the Employer's employees desire to be represented by the Union, hereby grants voluntary recognition to the Union.

ARTICLE 6

WORK DAY

Section 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job during the traditionally established work hours of individual shops. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be paid at one and one-half (1 ½) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. (See Article 24, Sections 1-2)

A make-up day may be scheduled for architectural sheet metal work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay. (Also, see Article 24, Section 2 for Business Manager's discretion)

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

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, November 11th, Thanksgiving Day, Day after Thanksgiving and Christmas Day or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at double time. If holidays fall on Saturday, the Friday before shall be considered as the holiday. If any of the holidays fall on a Sunday, then the following Monday shall be considered as the holiday.

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

Section 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. (See Article 23, Section 1-5) Energy conservation - retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE 7

TRANSPORTATION

Section 1. When employed in a shop or on a job within the limits of (see Article 29, Sections 1-2), employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

Section 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto. (See Article 29, Sections 1-2)

If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE 8

WAGES

Section 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be (See Article 16) per hour, except as hereinafter specified in Section 2 of this Article.

Section 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen, apprentice and/or preapprentice sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with SMART, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

Section 3. The provisions of Section 2 of this Article, Section 2 of Article 2 and Section 1 of Article 3 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 panel plenums
12. Angle rings

Section 4. The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings except when such a provision is contained in the local union agreement or addendum to the SFUA.

Section 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen and preapprentice sheet metal workers hired outside of 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 1 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 SMART, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Worker's 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 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

Section 8. Welfare benefit contributions shall not be duplicated.

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

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

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

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

Section 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on Friday of each week, and no more than seven (7) days' pay will be withheld. Alternative payroll procedures, i.e. electronic and/or automatic deposit, may be implemented if mutually agreed between parties. However, employees when discharged, shall be paid in full. Employee pay checks shall clearly indicate the number of hours worked by the employee, the employee's rate(s) of pay and any deductions therefrom as well as any fringe benefit contributions made on behalf of the employee.

The Business Manager shall be notified no later than four (4) hours in advance of an employee being laid off. If possible, the Employer will advise the Union Hall twenty-four (24) hours in advance of an employee being laid off. When an Employee is laid off, the Employer shall issue Employee written notice stating purpose and fax copy to Union office. Ex: Lack of work, eligible for rehire.

Section 10. Journeymen, apprentice and preapprentice sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Section 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

Section 12 (a). Contributions provided for in Section 12 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of employers,

stabilize and improve Employer-Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify SMART of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted for the purpose of transmittal through Sheet Metal Contractors of Iowa Industry Fund, Inc., 1454 30th Street, Suite 201, West Des Moines, IA 50266, phone 515/223-6568. (See Article 20, Sections 1-4)

(c). The IFUS shall submit to SMART 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 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 SMART upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by SMART 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-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Article 8, Section 12), and no other.

Section 13(a). Contributions provided for in Sections 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay to the Sheet Metal Contractors of Iowa Industry / Safety Training Fund, Inc., 1454 30th Street, Suite 201, West Des Moines, Iowa, 50266, phone 515/223-6568 (hereinafter referred to as the local industry fund), the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The employer shall contribute said amount (Article 20 Section 1-4) for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. The current break-down of this is as follows:

SMCI Industry / Safety Training Fund (see Article 21)	\$.29
IFUS (see Article 8, Section 12(b))	.15
Local Scholarship Fund (see Article 47)	<u>.02*</u>
	.46 (see note below for \$.02 preapprentice exception)

*not applicable on preapprentices

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

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

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

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

Section 15. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (iTi) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to the office of the International Training Institute (iTi) as designated by the Trustees of the Fund or for purposes of collection and transmittal electronically or through Local 263, SMART, 1211 Wiley Blvd. SW, Cedar Rapids, Iowa 52404, phone 319/396-8045.

Effective as of the date of this Agreement the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to the Office of the National Energy Management Institute

Committee as designated by the Trustees of the Fund or for purposes of collection and transmittal electronically or through Local 263, SMART, 1211 Wiley Blvd. SW, Cedar Rapids, Iowa 52404, phone 319/396-8045.

Effective as the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement as locally modified regarding "hours worked" until the Institute Trustees determine that the Trust is financially self-sufficient. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payments shall be made on or before the 15th day of the succeeding month and shall be remitted to the Sheet Metal Occupational Health Institute Trust as designated by the Trustees of the Institute or for purposes of collection and transmittal electronically or through Local 263, SMART, 1211 Wiley Blvd. SW, Cedar Rapids, Iowa 52404, phone 319/396-8045.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declaration of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI), the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively "National Funds") as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designated as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said documents (See Article 21, Section 1-2)

The parties authorize the trustees of all national funds (as defined above) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance systems.

Section 16. In the event the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within seven (7) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement provided agreed to locally.

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

(b) When an Employer is performing and work specified in Article 1 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 Worker's International Association, the Employer shall comply with uniformly applied bonding requirement so that local area that are reasonable

and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contribution for a period of twelve (12) consecutive months.

Section 18. The parties adopt the First Alternative Option of the Sheet Metal Workers' National Pension Fund ("NPF) in this collective bargaining agreement ("Agreement"). The parties acknowledge receipt of the NPF's First Alternative Option, the Funding Improvement Plan and Trust Document. This Agreement incorporates by reference the First Alternative Option, the Funding Improvement Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Option as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Option.

The Local Union shall allocate from the wage and fringe package sufficient monies to make all contribution increases required by the NPF under the First Alternative Option or any amendments thereto.

ARTICLE 9

HAND TOOLS

Section 1. Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto (not applicable - see Article 33).

Section 2. Journeymen, apprentice and preapprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE 10

GRIEVANCES

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

Section 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employer's Association or the

Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or if the occurrence was not ascertainable, with thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

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

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. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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

Section 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

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

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

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

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

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

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

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

authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

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

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

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

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

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

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

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement, or amendment thereof have been unsuccessful. Such a dispute shall be submitted to the 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.

Section 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the Local Joint Adjustment Board, the National Joint Adjustment Board, SMART, the Sheet Metal and Air Conditioning Contractors' National Association, Inc. and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all the rights, privileges, and immunities afforded to arbitrators under applicable law. (See Article 42)

**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 11

J.A.T.C., APPRENTICES, WAGE SCALE & FUNDING

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer and half by the Union. There shall be a minimum of four (4) trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the need and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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

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

Journeyman	Apprentices
1	0
2-4	1
5-6	2
7-9	3
10-11	4
12-14	5
15-16	6
17-19	7
20-21	8
22-24	9
25-26	10
etc	etc

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

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

Section 6. A graduated five (5) year wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers.

:	
First year	50%
Second year	52.50%
Third year	55%
Fourth year	65%
Fifth year	75%

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. Effective the date of this agreement, the sum of fifty-three cents (\$.53) per hour for each hour worked shall be deducted from each employee's wages for the Youth - to - Youth program.

Section 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training as locally modified.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the

program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

Section 9 The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen. (See Article 30, Section 1)

Section 10. See Article 30 for contribution rates to the Joint Apprenticeship and Training Committee. If Fund assets fall below \$20,000.00 the JATC may reopen the Agreement for the sole and limited purpose of negotiating the necessary increase in the local JATC contribution rate.

Section 11. Any assessments for a Joint Apprenticeship and Training Committee Building Fund shall be done on an equal contribution basis from both the employee and the Employer.

ARTICLE 12

SAFETY TRAINING AND DRUG PROGRAM

Section 1. Sheet metal workers shall complete 10 hour OSHA training, as well as any mandatory refresher courses as required by the JAB, as a condition of employment in the sheet metal industry. Apprentices will be required to complete 30 hour OSHA before turning out. Such training shall be completed on the employee's time. The cost of the safety training will be paid for by the Safety fund. Safety classes will be determined as per Article 34, section 1.

Section 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, a substance abuse program shall be implemented. See Article 51.

ARTICLE 13

PREAPPRENTICES

Section 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices as shown below. Each shop is allowed up to ten (10) preapprentices based on the following ratios:

<u>Journeyman</u>	<u>Preapprentices</u>
1-2	1
3-8	2
9-11	3
12-20	4
21-29	6
30-33	8
34-37	9
38 and up	10

In the event the Employer is entitled to employ a preapprentice and the Union fails to comply with the Employer's written request to furnish a preapprentice within forty-eight (48) hours,

the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one (1) year unless the preapprentice has been found to be qualified as an applicant. The Joint Adjustment Board (JAB) is authorized to develop further testing procedures on qualifications.

Section 2. The wage scale for preapprentices shall be \$11.04 per hour or thirty percent (30%) of the wage rate of journeymen sheet metal workers, whichever is higher. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties after ninety (90) days of employment. The parties shall make all necessary arrangements to enroll the preapprentice in the Sheet Metal Workers Local 263 Preapprentice Health and Welfare Plan (separate from the Journeyman and Apprentice Health and Welfare Plan) so that any preapprentice being reclassified shall experience no break in benefits coverage.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution for each hour worked on or after the effective date of this agreement. (See wages - Article 16 for May 1, 2022 rate of \$.43)

Section 3. Employer must furnish Union with monthly list of preapprentices along with a dues check-off. (See Article 52)

Section 4. Preapprentices shall not operate the following equipment nor perform the duties listed below; however, preapprentices may assist journeymen in the operation or performance of these duties:

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> plasma table | <input type="checkbox"/> welding |
| <input type="checkbox"/> coil line | <input type="checkbox"/> pattern layout |
| <input type="checkbox"/> power brake | <input type="checkbox"/> field measuring |
| <input type="checkbox"/> power roll | <input type="checkbox"/> spiral machine |

Section 5. A preapprentice shall be under the direct supervision of a journeyman at all times. Direct supervision is defined as a journeyman on the project.

ARTICLE 14

LABOR-MANAGEMENT RELATIONS

Section 1. 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 a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE 15

LENGTH OF AGREEMENT

Section 1. This Agreement and addenda numbers 1 through 53 attached hereto shall become effective on the first day of May 2022 and remain in full force and effect until the thirtieth day of April 2025 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article 10, 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 10, Section 8 have been otherwise completed.

Section 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article 10, 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 the Agreement, or during the term of any extension, modification or amendment to this Agreement.

Section 5. By execution of this Agreement, the Employer authorizes Sheet Metal Contractors Labor Relations Council of Iowa, Inc., Cedar Rapids Chapter, to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration dates of the Agreement.

ARTICLE 16

WAGE RATES

Section 1. Effective MAY 1, 2022, the wage rates are as follows:

	JOURNEYMAN		RESIDENTIAL
	Straight	1.5	85%
Base Wage	36.86	55.56	31.25
Youth	.53	.53	.53
Taxable Wage	37.39	56.09	31.78
SASMI	1.70	1.70	1.70
National Pension	8.63	8.63	8.63
Local Pension	1.51	1.51	1.51

Health & Welfare	9.10	9.10	9.10
SMOHIT	.02	.02	.02
Local Training	.80	.80	.80
ITI/NEMIC	.15	.15	.15
Education	.46	.46	.46
Total Package	59.76	78.46	54.15
Equality	1.00	1.00	1.00
	FOREMAN	GENERAL FOREMAN	
Base Wage	39.10	40.60	
Youth	.53	.53	
Taxable Wage	39.63	41.13	
SASMI	1.70	1.70	
National Pension	8.63	8.63	
Local Pension	1.51	1.51	
Health & Welfare	9.10	9.10	
SMOHIT	.02	.02	
Local Training	.80	.80	
ITI/NEMIC	.15	.15	
Education	.46	.46	
Total Package	62.00	63.50	
Equality	1.00	1.00	

ITI \$.12 and NEMIC \$.03
 Education Fund includes \$.02 Local Scholarship Fund, \$.24 Local Industry Fund, \$.15 IFUS and \$.05 Safety Fund

Future wage increases include the following:

- May 1, 2023 - \$2.00
- May 1, 2024 - \$2.00

APPRENTICES

	1 st YR - 50%	2 nd YR - 52.5%	3 rd YR - 55%	4 th YR - 65%	5 th YR - 75%
Base Wage	18.17	19.10	20.03	23.77	27.51
Youth	.53	.53	.53	.53	.53
Taxable Wage	18.70	19.63	20.56	24.30	28.04
SASMI	1.01	1.04	1.08	1.22	1.35
National Pension	4.32	4.53	4.75	5.61	6.47
Local Pension	1.51	1.51	1.51	1.51	1.51
Health & Welfare	9.10	9.10	9.10	9.10	9.10
SMOHIT	.02	.02	.02	.02	.02
Local Training	.80	.80	.80	.80	.80
ITI/NEMIC	.15	.15	.15	.15	.15
Education	.46	.46	.46	.46	.46
Total Package	36.07	37.24	38.43	43.17	47.90
Equality	1.00	1.00	1.00	1.00	1.00

ARTICLE 17

NATIONAL PENSION, LOCAL PLANS AND HEALTH AND WELFARE

Section 1. National Pension -

(a). The Employer agrees to contribute the sum of eight dollars and sixty-three cents (\$8.63) per hour for each hour worked by each journeyman to be paid to the Sheet Metal Workers' National Pension Fund according to the terms of the Sheet Metal Workers' National Pension Fund as locally modified regarding "hours worked." (See Article 16, Section 1; plus Article 41, Section 1 and Article 8, Section 18 for funding.)

(b). The National Pension Fund contribution for all apprentices will be calculated using the same percentage as is used to determine the apprentice taxable wage. For example:

Journeyman National Pension contribution	\$8.63
1 st year Apprentice percentage	X 50%
	\$4.32

(c). After preapprentices are employed for ninety (90) consecutive days, the Employer agrees to contribute the sum of forty-three cents (\$.43) per hour for each hour worked by each preapprentice to be paid to the Sheet Metal Workers' National Pension Fund according to the terms of the Sheet Metal Workers' National Pension Fund as locally modified regarding "hours worked." (See Article 16 Section 1 and Article 41, Section 1)

Section 2. Local Defined Contribution Plans -

(a). Local Pension - The Employer agrees to contribute to Cedar Rapids Sheet Metal Workers' Local 263 Pension Fund one dollar and fifty one cents (\$1.51) per hour for each hour worked by each journeyman and apprentice. Payment shall be remitted to: Cedar Rapids Sheet Metal Workers' Local 263 Pension Fund as directed by the Fund Trustees.

(b). 401K - An employee may elect to participate in the 401K feature of the Cedar Rapids Sheet Metal Workers' Local Union No. 263 Retirement Savings Plan by signing a tax deferred savings authorization form approved by the Fund Trustees directing the Employer to reduce the employees hourly pay by \$.50 or multiples of \$.50 to a maximum of the IRS limits per hour with such amount of tax deferred savings being transferred to the 401K feature of the Retirement Savings Plan. An employee may change the amount of the tax deferred savings monthly. The employee may elect the tax deferred savings at the time the employee initially commences employment with any Employer. Employee tax deferred savings shall be reported on the same Employer reports and in the same manner as Employers are reporting with respect to regular contributions to the above Savings Plan or as the Trustees of the Fund shall direct. Employee election to have tax deferred savings transferred to the 401 K Plan must be elected in writing at least ten (10) days prior to the stated election date, other than initial employment. All tax deferred savings requests must be filed by the employee with the Employer with copies as directed by the Fund Trustees.

(c). The Local Pension Fund and 401 K contributions will not exceed the IRS 25% rule. If apprentice contributions exceed the IRS 25% rule, contractors contributions will cease to the Local Pension Fund for the remainder of the year and will be added to the apprentice wages for the remaining portion of that year. If journeymen contributions exceed the IRS 25% rule, contractor contributions will cease to the Local Pension Fund for the remainder of the year and will be added to the journeyman wages for the remaining portion of that year.

(d). On the May 1 anniversary dates of the Contract the Union may modify the Sheet Metal Workers' Local Pension Fund. In no event shall the journeyman total wage and benefit package be increased. However, due to the apprentice wage calculations, a journeyman Local Pension Fund modification may result in an adjustment to the apprentice taxable and total wage package.

Section 3. Health and Welfare -

(a). Journeyman and Apprentice Coverage - The Employer agrees to contribute to the Local 263 Health and Welfare Plan the sum of nine dollars and ten cents (\$9.10) per hour for each hour worked by each journeyman and apprentice. Employer Health and Welfare contributions shall be made and reported in the manner directed by the Health and Welfare Fund Trustees. In no event shall the total wage and benefit package be increased beyond the total package cost set forth in the Collective Bargaining Agreement.

(b). Preapprentice Coverage - After preapprentices are employed for ninety (90) consecutive days, the Employer agrees to provide health insurance on preapprentices. The Employer agrees to contribute one dollar and twenty cents (\$1.20) per hour for each hour worked by each preapprentice. Employer Health and Welfare contributions shall be made and reported in the manner directed by the Health and Welfare Fund Trustees. In no event shall the \$1.20 Health and Welfare contribution be increased during the term of this Contract.

Due to the Local 263 Health and Welfare Plan's requirement of 500 bank hours before coverage, the coverage must continue until the former preapprentice, now an apprentice, is qualified under the regular journeyman/apprentice Local 263 Health & Welfare plan. The continuous coverage is necessary even if the former preapprentice, now an apprentice, is employed by another contractor.

Section 4. Contributions to the above listed plans (See Sections 1, 2, 3 and 4) shall be made on or before the 15th day of the succeeding month. (See Article 21)

Section 5. The Union may during the term of this Agreement modify the Health and Welfare contribution. In no event shall the journeyman total wage and benefit package be increased. However, due to the apprentice wage calculations, a journeyman Health and Welfare modification may result in an adjustment to the apprentice taxable and total wage package.

ARTICLE 18

SASMI

Section 1. Commencing May 1, 2022, the Employer shall make contributions in the amount of \$1.70 per hour worked for each employee covered by this Agreement to the National Stabilization Agreement of the Sheet Metal Industry (SASMI) Trust Fund. This contribution amount shall be, and shall remain, equal to three percent (3%) of the gross earnings of the Journeyperson classification found in your Collective Bargaining Agreement. The term "gross earnings", for purposes of this provision shall mean the sum of (a) the total compensation paid at the Journeyperson rate by the employer which is reportable by the employer for federal income tax purposes plus (b) any and all contributions paid by the employer on behalf of the employee to any local or national fringe benefit fund and other fringe benefit account including, but not limited to, Pension, Health and Welfare, Annuity, 401k Plans, IRA Plans (amount of employer contribution only) and other similar or related funds or plans. This cent per hour worked

contribution amount shall be automatically increased to reflect any and all increases that may occur in the gross earnings of an employee during the term of this Agreement.

Contributions shall be submitted to SASMI, or its designated collection agent, on a monthly basis in accord with the SASMI rules, regulations and policies.

Section 2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust of the National Stabilization Agreement of the Sheet Metal Industry Trust Fund, as amended from time to time, and further agrees to be bound by all lawfully adopted Plan documents, policies and rules and regulations approved by the Board of Trustees.

Section 3. All contributions shall be made at such time and in such manner as the Trustees require and the Trustees may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust and SASMI policies and rules. A failure by the Employer to make contributions to SASMI in a timely manner shall subject the Employer to any and all remedies that SASMI may have available to it by contract or by law, including remedies set forth in the approved delinquency and collection policy adopted by the Board of Trustees, as amended from time to time.

ARTICLE 19

VACATIONS

Section 1. Vacations shall be scheduled to the mutual satisfaction of the Employer and employee.

Section 2. Not more than ten percent (10%) of the employees from any shop shall be on vacation at one time.

Section 3. Employees shall not be gainfully employed at the trade during their vacation.

Section 4. Each employee shall take not less than two (2) periods of five (5) consecutive days off per calendar year.

Section 5. In the event that a holiday occurs during the vacation period selected by the employee, said holiday will be considered a part of the vacation period. A substitute day will be allowed either at the beginning or end of the vacation period.

ARTICLE 20

SMCI INDUSTRY / SAFETY TRAINING FUND

Section 1. All Employers signatory hereto shall pay to the Sheet Metal Contractors of Iowa Industry / Safety Training Fund for each hour worked by all employees of the Employers covered by this Agreement. (See breakdown - Article 8, Section 13(b))

Section 2. The contribution to the SMCI Industry / Safety Training Fund provided for in SFUA Article 8, Section 13(b) shall be five cents (\$.05) per hours worked, and the SMCI Industry / Safety Training Fund shall allocate five cents per hour worked towards safety training.

Section 3. Payment shall be made monthly on or before the fifteenth (15th) day of the succeeding month (see Article 21) and shall be remitted to Sheet Metal Contractors of Iowa Industry / Safety Training Fund, 1454 30th, Suite 201, West Des Moines, Iowa 50266, phone 515/223-6568.

Section 4. The Trustees of the National and Local Industry / Safety Training Funds may lower or increase the amount of contribution to the National and Local Industry / Safety Training Funds (see Article 8, Section 13(b)). Any change in said contribution will be made by written notice to contributors and Local No. 263 ninety (90) days prior to said change. (Any increases will be an addition to the total package)

ARTICLE 21

CONTRIBUTIONS

Section 1. It is agreed that all contributions made by the Employer to the following funds: Sheet Metal Workers' Local No. 263 Youth to Youth Program, Sheet Metal Workers' National Pension Fund, Local Pension Plan, 401K, Health and Welfare Plan, SASMI, Sheet Metal Occupational Health Institute Trust, Local Apprenticeship Fund, International Training Institute, National Energy Management Institute Committee, Local Scholarship Fund, Industry Fund of the United States, SMCI Industry Fund/Safety Training Fund, and Voluntary Credit Union deductions shall be paid monthly and shall be due on the fifteenth (15) day of each following month. If an Employer fails to make such payments by the due date, the Employer agrees to immediately purchase a bond equal to 100% of the average monthly contributions, but in no case less than \$20,000.00 to guarantee payments of all monies due each fund. (Average shall mean: total of all funds owed for previous twelve (12) months and based on the total number of journeymen and apprentices of the bargaining unit of that Employer.)

Section 2. If it becomes necessary to sue any Employer for these funds, the entire court cost and all reasonable attorney fees and any other expenses incurred shall be paid by the said Employer in addition to a fifteen percent (15%) penalty. (See Article 8, Sections 16 & 17)

ARTICLE 22

FOREMAN / GENERAL FOREMAN CLAUSE

Section 1. Sheet Metal foremen, including general foremen, shall be practical employees of the trade in good standing and may work "with the tools" at the discretion of the Employer.

(a). When four (4) employees are on the job for more than three (3) full working days, a foreman shall be appointed at the start of the fourth (4th) working day. The foreman shall be considered one of the four (4) journeymen.

(b). The foreman shall be paid in addition to the basic journeyman wage rate, an additional six percent (6%) of the taxable wage.

(c). When twelve (12) or more employees are on the job, the general foreman shall be paid in addition to the basic journeyman wage rate an additional ten percent (10%) of the taxable wage.

(d). Provisions of this Article do not apply to the shop.

Section 2. Except as otherwise specifically provided in this Agreement, the contractors retain all the rights and functions of management that they have by law and the exercise of any such rights or functions shall not be subject to arbitration. Without limiting the generality of the foregoing, this includes:

(a). The determination of the size of the work force, the allocation and assignment of work to employees, establishment of quality standard and judgment of workmanship required.

(b). The selection and appointment of all supervisory personnel, including foremen and general foremen in accordance with Section 1(a), (b), (c), and (d).

(c). The maintenance of discipline and control of the Employer's tools, equipment and other property.

ARTICLE 23

SHIFT WORK & SHIFT WORK OVERTIME

Section 1. When a job, in the field or shop, requires shift work, the rate of pay for such work shall be an eight percent (8%) premium on the taxable income based on eight (8) hours pay for eight (8) hours of work. Shift work should be worked between the hours of 5:00 p.m. and 8:00 a.m. Monday through Friday. Overtime will be based on premium rate.

Section 2. When a shift starts before midnight on Friday, the rate of pay for the shift shall be the same as Section 1.

Section 3. When a shift begins after 12:01 a.m. on Saturday, the rate of pay for that shift work will be at the overtime rate of one and one-half (1 ½) times the hourly shift wage rate.

Section 4. Shift work on Sunday and Holidays shall be paid for at two (2) times the regular hourly shift wage rate.

Section 5. A shift shall consist of three (3) consecutive days.

ARTICLE 24

OVERTIME RATE AND EXCEPTIONS TO WORKING HOURS

Section 1. All work performed outside of regular hours shall be paid at one and one-half (1 ½) times the regular rate, except double time after eight (8) hours on Saturday. Two (2) times the normal wage rate will be paid for work performed on Sunday and holidays.

Section 2. Exceptions to the normal working hours can be granted by the business manager. See Article 6, Section 1 for make-up day.

ARTICLE 25

SHOW UP TIME

Section 1. If an employee fails to notify Employer prior to 8:00 a.m. that he will not report for work that day, the Employer is entitled to deduct two (2) hours pay at the established rate. This provision, however, shall not apply in circumstances over which the employee has no control.

ARTICLE 26

PRO-RATING THE WORK

Section 1. If work gets slack, it is agreed to pro-rate existing work as much as possible among present journeymen in the most efficient manner.

ARTICLE 27

INJURY PAY

Section 1. Each journeyman, apprentice or preapprentice shall be paid at the regular rate when at a doctor's office or hospital for emergency treatment for an injury received on the job during regular working hours. One additional post-injury visit will be paid for if the visit cannot be arranged after working hours. The condition of this provision shall apply only when the employee is still employed by the Employer for whom he was working when the injury occurred. There shall be a time limit of thirty (30) calendar days for the post-injury visit.

ARTICLE 28

REDUCED RATE FOR JOURNEYMEN DISABLED

Section 1. Journeymen sheet metal workers whose performance has been limited by virtue of physical disability may, at his election, apply for a reduced wage rate to Local No. 263.

Section 2. In the event that an individual applies for the reduced rate, this rate shall be established mutually between said individual, Local No. 263, and his Employer.

Section 3. At the time of application, a determination shall be made as to types of work said employee shall perform.

Section 4. This Agreement shall be interpreted and applied so as to be in compliance with Federal and Iowa laws.

ARTICLE 29

TRAVEL ZONE

Section 1. Travel pay provisions of this Agreement shall be based on a zone method.

a.) A free zone of thirty (30) road miles shall exist with the center located at North-South Highway 218 and East-West Swisher Road. If the city limits of any town lies within the free thirty (30) road miles, the complete city limits shall be included in the free zone.

b.) If an employee uses own transportation, mileage will be paid from the end of the 30 miles free zone to and from the jobsite in the Local 263 jurisdiction and including Cedar, Buchanan, Blackhawk, Tama and Washington counties. Additional travel pay will be paid for work in Cedar, Buchanan, Blackhawk, Tama and Washington counties as follows: if company OR employee transportation is provided, \$30.00 will be paid per day to all employees using the company provided or employee provided transportation.

c.) Company transportation will be provided to all other work areas outside of the areas mentioned above.

d.) Employees will be required to be on the jobsite at starting time and leave at quitting time.

Section 2. Whenever an employee is required to provide his own transportation from job to job during regular working hours, he will be paid at the allowable IRS rate per mile. The Union will notify the Labor Relations Council, Cedar Rapids Chapter if rates change throughout the year, otherwise, May 1st of each year, rates will be adjusted if necessary. (See Article 9, Section 2)

ARTICLE 30

APPRENTICESHIP & JOURNEYMEN TRAINING PROGRAM

Section 1. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen. (Also, see safety training Article 34, Section 1)

Section 2. To provide financial support for the operation of the Apprenticeship Training Program effective May 1, 2022, eighty cents (\$.80) per journeyman, apprentice and preapprentice manhours worked will be paid from the total wage package. Payment shall be made as provided in Article 21 and remitted to the Secretary-Treasurer of the Joint Apprenticeship and Training Committee. If during the term of this Agreement, the JATC can demonstrate and justify a need for additional funding, this Agreement shall be re-opened for the purpose of increasing the hourly contribution.

ARTICLE 31

APPRENTICES

Section 1. After the completion of three (3) years in the Apprenticeship Program, the fourth (4th) year and fifth (5th) year service apprentices shall be allowed to work alone on residential or small commercial jobs for which he possesses competence.

Section 2. The program outlined in Section 1 above will be evaluated by the Local Joint Adjustment Board on a quarterly basis, and if found to be abused by either party, this Article shall be considered as grievable under the provisions of Article 10.

Section 3. If abused, the Local Joint Adjustment Board may direct that the apprentices be placed under the supervision of journeymen at all times.

ARTICLE 32

HIRING OF SHEET METAL WORKERS

Section 1. The Employer shall notify Sheet Metal Workers' Local 263 Business Office prior to hiring sheet metal workers (including preapprentices). The Union will supply a list of current employees on the out of work list for the contractor's review. The contractor will hire at will from the list for journeyman and apprentices.

Section 2. If the contractor refuses employment to the journeyman referred by the Business Manager, he must tell the journeyman why and also send a letter to the Business Manager telling why he refuses to hire the journeyman.

Section 3. All applicants (including preapprentices) from the Union shall be required to have a referral slip from the Union Office before reporting for work or interview.

Section 4. Employer may request to recall former employee(s) for up to 12 months from their termination date with said Employer. Employer is not to call the employee directly but must notify the Business Manager and the Business Manager will contact the employee.

Section 5. No card carrying member shall hire, fire or layoff any employee. An exception is made for an owner-member.

ARTICLE 33

EMPLOYEE WORKING RULES (ALSO SEE ARTICLE 34 ON INDUSTRY / SAFETY TRAINING FUND)

Section 1. It will be a violation of this Agreement for any sheet metal journeyman or apprentice to commit any of the following acts:

a.) To furnish any expendable tools (i.e. saw blades, drill bits, taps, pop riveters, gang boxes, etc.).

b.) To furnish any power tools or hand tools (i.e. electric drills, skill saws, saber saws, sawsalls, etc.); or cell phones to conduct any company business whether calling out or receiving

business calls; or PDA'S and any other electronic devices, except hand held calculators (ex: iTi calculators). Company equipment is to be used only during company time unless compensated for according to contract. Personal cell phones will be used only to notify employee of company events or other general business notifications (ie move to another job, safety meeting, etc). Employees will not be required to use personal cellphones for job specific information such as plans, specs or submittals.

c.) To furnish safety equipment such as goggles, welding hoods, or hard hats when required by the contractor or the safety rules of the job. (See Article 34, Sections 2, 3, and 4)

d.) To transport any materials, equipment or tools in or by means of his car or truck for the Employer, except himself, blueprints/drawing, his own personal kit of hand tools, and one (1) cordless drill which has been assigned to him and he is personally responsible.

e.) To rent, lease, loan, or in any other way cooperate with the Employer in supplying a vehicle for the Employer to convey personnel, materials, equipment and/or supplies from shop to job, job to job, job to shop.

f.) To install material or use equipment and supplies delivered contrary to the intent of above statements.

g.) To perform, any work falling within the jurisdiction of SMART except through an Employer signatory to this Agreement with SMART.

h.) To work or accept employment which in any way is contrary to the Standard Form of the current applicable Working Agreement.

i.) To exceed the ratio of apprentices as set out in the table in Article 11, Section 4.

j.) To exceed the ratio of preapprentices as set out in the table in Article 13, Section 1.

Section 2. A necessary violation of the above can be approved by the Business Representative of Local No. 263.

ARTICLE 34

SAFETY TRAINING AND FUNDING

Section 1. All parties signatory to this Bargaining Agreement shall be required to comply with all Federal, State and Employer safety rules. Refusal to comply shall be cause for immediate dismissal. All Contractors bound by this Agreement shall pay to the Sheet Metal Contractors of Iowa Industry / Safety Training Fund five cents (\$.05)(this includes all employees covered by this Agreement: journeymen, apprentices, preapprentices, utility workers...) (See Article 20)

All classifications of workers covered by this agreement shall be given the opportunity and be required to receive the same safety training at agreed on dates and times.

The J.A.B. shall meet at its earliest opportunity each year to schedule all classes and training for that year. Any update classes will also be discussed and if approved set tentative dates.

All safety training for apprentices will be coordinated with the JATC and scheduled for the second half of the school year.

a.) The Employer agrees to furnish training for OSHA's 10-hour course, CPR and first-aid courses and future safety curriculum mutually agreed upon by both parties at Joint Adjustment Board meetings. Employee agrees this is required.

b.) All shop safety meetings will be held during regular working hours.

Section 2. The Employer will comply with all applicable state and federal health and safety laws and regulations and agrees that such laws and regulations shall constitute the minimum acceptable standards.

Section 3. The Employer shall furnish all safety equipment and clothing including, but not limited to welding gloves, welding leathers, steel toed shoes if required by the Employer, hard hats in good condition, safety glasses and prescription lens safety glasses, face shields, ear protection and proper ventilation in shops.

a.) Regarding prescription lens safety glasses, the following guidelines will apply:

- currently employed by an Industry Fund contributor
- frames (at least two choices) every two years
- lens-yearly
- identification procedures through Local 263/SMCI

Section 4. No employee shall be required to perform any work which the employee believes is unsafe, dangerous, or possesses a risk to the health or safety of the employee. An employee's refusal to perform such work shall not be grounds to discharge or otherwise discipline the employee.

ARTICLE 35

BULLETIN BOARD

Section 1. A bulletin board may be placed in each shop for the purpose of posting Official Union Notices of Local No. 263, SMART. Any other information for posting must first be approved by management.

ARTICLE 36

JURISDICTIONAL DISPUTES

Section 1. Whenever the possibility of a work stoppage arises due to jurisdictional dispute by other building trades, the journeymen shall continue to work until directed to stop by business representative and Employer.

ARTICLE 37

ESTABLISHED SHOP

Section 1. Employers signatory to this Agreement must establish and maintain a place of business with sheet metal fabrication facilities. This provision does not apply to sheet metal contractors who are primarily engaged in erection and installation of metal ceiling, metal buildings, metal decks and/or wall paneling, metal toilet partitions, lockers, and shelving, or testing and balancing contractors or contractors signatory to an agreement with SMART, who have an established sheet metal fabrication shop and are entering the jurisdiction of Local No. 263 for erection or installation purposes only.

ARTICLE 38

CONTRACTOR SECURITY

Section 1. The Union agrees to provide journeymen sheet metal mechanics to Contractors who are signatory to this Agreement or an agreement with another SMART Local Union, or is signatory to a National Agreement with SMART.

Section 2. If journeymen are requested by an individual or firm not signatory to a SMART Agreement, the Union shall refer said firm or individual to a Contractor who is signatory to a SMART Agreement for the purpose of having said work fabricated or installed.

ARTICLE 39

PRODUCTION AGREEMENT

Section 1. In the event a contractor signatory to this Agreement starts a separate business, in a separate building, manufacturing those items normally referred to as catalogue items or as outlined in Article 8, Section 3 of the Union Agreement not in conflict with the building trades and normally agreed to by SMART, the contractor may apply to Local No. 263 for a separate Production Agreement, and said Agreement meeting the conditions outlined above shall be negotiated.

ARTICLE 40

INDUSTRY SAVINGS CLAUSE

Section 1. If any more favorable conditions are granted by Local No. 263 to any other Employer in the jurisdictional area of this contract, all Employers will have the right to adopt the same as an amendment to this Agreement effective at once.

ARTICLE 41

ACCUMULATED FUNDING DEFICIENCY

Section 1. Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust under the provisions of the Pension Reform Act of 1974, the parties agree to request the Trustees of that particular trust to reduce the benefits in order to correct such underfunding providing, however, that if such reduction is not accepted by the Trustees of such trust within thirty (30) days or would be inadequate to correct the underfunding, or is not approved by the Secretary of Labor, the parties hereto shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this Agreement, in order to correct such funding deficiency in such trust fund. In no event shall the total wage and benefit package be increased. (Also, see Article 8, Section 18 for similar language.)

ARTICLE 42

RESPONSIBILITY OF CONTRACTOR AND UNION UNDER ARTICLE 10

Section 1. The parties hereto agree that all contractors and Local Unions and officers and agents thereof, resorting to the provisions of this Article and availing themselves of the procedures therein provided, expressly waive and relinquish, in the individual and their representative capacities, any and all potential claims against any member or members of the appropriate Local Joint Adjustment Board. It is further agreed that individuals serving as members of such Local Joint Adjustment Board are arbitrators performing a quasi-judicial function. (See Article 10, Section 11)

ARTICLE 43

RESPONSIBILITY OF NEGOTIATORS

Section 1. It is expressly agreed by any party signatory to this Agreement or any person, company or firm bound to this Agreement or any employee covered by this Agreement that they jointly and severally shall waive and relinquish any claim or any action against any negotiator of this Agreement representing management or labor arising from any discretionary act or actions during the course and conduct of negotiations for this Agreement arising from the implementation of any terms or provision of this Agreement. (See Article 10, Section 11)

ARTICLE 44

COMPETITIVE PROJECTS/WORK CONTINUATION CLAUSE

Section 1. When it is mutually agreed by the Business Manager of Local 263, SMART and the Secretary of the Sheet Metal Contractors of Labor Relations Council of Iowa, Inc., (SMCLRCI), Cedar Rapids Chapter, that a competitive situation exists, the provisions of the Working Agreement shall be modified to provide the necessary relief for that, and only that, project.

Section 2. Unless stated otherwise, the following is applicable to all competitive project situations:

a.) There shall be no work stoppage, slowdowns or strikes against any contractor signatory to this Agreement, who is performing work or who has an agreement to perform work for an open shop, non-union contractor and the Union agrees to furnish manpower for said job(s) when so requested by the signatory contractor.

b.) In the event of a sanctioned work stoppage by the Local Union, all workers manning such job or jobs or any employee scheduled to man such job or jobs will continue to work to the completion of their assigned job, with the existing terms of contract at the time of strike remaining in full effect until the new contract is in effect.

c.) However, all provisions of the new Labor Agreement will be applied on a retroactive basis for all manpower working under the provisions of this Section of the Labor Agreement.

Section 3. See attached sample of "Implementation Form for Competitive Project Situation":

ARTICLE 44, Section 3
IMPLEMENTATION FORM
FOR COMPETITIVE PROJECT SITUATION

PROJECT NAME _____
LOCATION _____
BID DATE _____
ESTIMATED
COMPLETION DATE _____
WAGE RATE/
PREAPPRENTICE RATIO _____
OTHER MODIFICATIONS _____
KNOWN UNION BIDDERS _____
KNOWN NON-UNION
BIDDERS _____

Russell Jaeger
Business Manager
Local 263, SMART

Kim Best
Secretary, SMCLRCI
Cedar Rapids Chapter

Date

Date

ARTICLE 45

RESIDENTIAL CONTRACT

Section 1. Definition—"Residential work" shall be defined as applying to work on any single family dwelling or multiple family housing unit, where each family apartment is individually conditioned by a separate and independent unit or system. Residential units shall include single dwelling, duplexes, rowhouses, townhouses, and all wood-frame apartment houses.

Section 2. Rate—The rate of residential work shall be eighty-five percent (85%) of the journeyman wage rate (taxable income) plus applicable fringe benefits and SASMI.

ARTICLE 46

SCHOLARSHIP FUND

Section 1. The Employers shall pay into the Local 263 Scholarship Fund the sum of \$.02 per hour for each hour worked by all employees (excluding preapprentices and utility workers). Said \$.02 contribution will be added to the Sheet Metal Contractors of Iowa Industry Fund contribution. At the conclusion of each calendar year, the Sheet Metal Contractors of Iowa Industry Fund trustees will accept direction from the Local 263 Scholarship Committee as to recipients' names who will be awarded scholarships payable to the appropriate educational institutions.

ARTICLE 47

PICKET LINES

Section 1. It shall not be a violation of this contract and shall not be cause for discharge, reprimand or discipline under this contract if any employee or employees refuse to cross or work behind a picket line.

ARTICLE 48

INDUSTRY EQUALITY FUND

Section 1. Employers signatory to or otherwise bound by the terms of this Agreement agree to support industry equality by paying dues to the Council of one dollar (\$1.00) for each hour worked by each employee of the Employer (this included all employees covered by this agreement: journeymen, apprentices, preapprentices, and utility workers. . . .).

Section 2. The Union and Council hereby agree to support industry equality by becoming and maintaining their membership in Cedar Rapids Sheet Metal Industry Labor Management Committee and pay the dues required by that organization as set forth in its bylaws.

ARTICLE 49

INTEGRITY CLAUSE

Section 1. A "bad-faith employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with SMART, AFL-CIO in that area.

An Employer is also a "bad-faith employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of another subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with SMART, AFL-CIO in that area.

Section 2. Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a "bad-faith employer" as such term is defined in Section 1 hereinabove and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith employer". Failure to give timely notice of being or becoming a "bad-faith employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be proceeded as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article 10.

Section 3. Whenever the Union becomes aware that an Employer has been or is a "bad-faith employer", it shall be entitled, notwithstanding any other provision of this Agreement, to demand that the Agreement between it and such "bad-faith employer" be rescinded. A claim for rescission shall be processed by the Union as a contract grievance in accordance with, and within the time limits prescribed under, the provisions of SFUA Article 10 of this Agreement.

ARTICLE 50

COMPLIANCE WITH LAWS

Section 1. The parties to this Agreement acknowledge that they are subject to State and Federal law regarding Equal Opportunity and Fair Employment and, therefore, will jointly comply with these laws to assure within the scope of this Agreement, compliance with Equal Opportunity and Fair Employment Practice laws and agree that the employment, referral or selection of all employees shall be on the basis of qualification without regard to race, color, sex, religion, age, disability, national origin, ancestry and sexual orientation.

ARTICLE 51

DRUG/ALCOHOL PROGRAM

A drug and alcohol program has been adopted effective January 1, 2015, a copy of which is on file at the SMART Local 263 office and the SMC1 office.

ARTICLE 52

UNION DUES CHECK-OFF

The Employer agrees to deduct labor organization dues, charges, fee, contributions, and assessments from the wages of any employee covered by the Agreement if the Employer has first been presented with an individual written order therefore, signed by the employee in that manner set forth in the Code of Iowa, which written order shall be enforceable for the period of one year or the term of the contract, whichever occurs first. The employee shall give at least thirty (30) days advance written notice of such termination to the Employer in advance of the contract date or the expiration of the year period, or the employee's dues deduction shall be deemed to automatically renew. (Also, see SFUA recommendations on dues checkoff: Article 5, Section 5)

ARTICLE 53

UTILITY WORKERS

Section 1. Each shop will be allowed one (1) utility worker. The utility worker will not be required to be indentured. The utility worker may be hired directly by the Employer; however, the Union will require a referral slip prior to reporting for employment. There shall be no time limitations regarding retention of the utility worker.

Section 2. The wage scale for utility workers shall be \$11.22 per hour or thirty percent (30%) of the wage rate of journeymen sheet metal workers, whichever is higher.

In witness whereof, the parties hereto affix their signatures and seal this 12 day of July, 2022.

Russell R. Jaeger
Russell Jaeger, Bus. Mgr., Local 263

Scot Geisler
Scot Geisler, Chairman, Universal Climate Control

Joshua D. Jensen
Josh Jensen, President


Kim Best
Kim Best, Secretary

Chris Hall
Chris Hall, Vice President

Peter Watson
Peter Watson, Climate Engineers



Kyle Determan, Recording Secretary



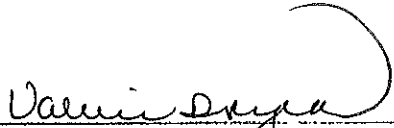
Duane Houser, Executive Board



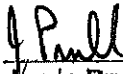
Mike McCullough, Executive Board




Jeremiah J. Kenny, Executive Board




Valerie DeRycke, D & S



Jamie Prull, The Prull Group



Bob Brown, Modern



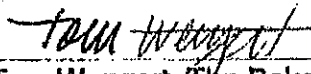
John Iiten, Iiten's



Zeb Zaruba, The Waldinger Corporation



Randy Novak, Novak Heating.



Tom Wengert, The Baker Group