

STANDARD FORM OF UNION AGREEMENT

between

**Sheet Metal Contractors Association
of Central Indiana, Inc.**

and

**International Association of Sheet Metal,
Air, Rail and Transportation Workers
Local Union No. 20**



Indianapolis & Lafayette Areas

July 1, 2023 – June 30, 2026

STANDARD FORM OF UNION AGREEMENT
Sheet Metal, Roofing, Ventilating and Air Conditioning
Contracting Divisions of the Construction Industry

Agreement entered into this First day of July, 2023 by and between Sheet Metal Contractors Association of Central Indiana, Inc. and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 20 of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), hereinafter referred to as the Union for Bartholomew, Benton, Boone, Brown, Carroll, Clinton, Decatur, Delaware, Fayette, Fountain, Franklin, Hamilton, Hancock, Hendricks, Henry, Jackson, Jennings, Johnson, Lawrence, Madison, Marion, Monroe, Montgomery, Morgan, Orange, Ripley, Rush, Shelby, Tippecanoe, Tipton, Union, Warren, Washington and White counties.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer and owner/members engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

See Addendum I.

ARTICLE II

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

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

See Addendum II.

ARTICLE III

SECTION 1. The Employer agrees that none but owner/members, journeymen, apprentice, preapprentice, and classified sheet metal workers shall be employed on any work described in Article I, and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

See Addendum III.

ARTICLE IV

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

See Addendum IV.

ARTICLE V

*ARTICLE V, SECTION 1 and 2 of SFUA can be found in the Referral Agreement
ARTICLE IV, SECTION 1 and 2 (Effective March 12, 2012).*

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

*ARTICLE V, SECTION 4 of SFUA can be found in the Referral Agreement ARTICLE IV,
SECTION 3 (Effective March 12, 2012).*

See Addendum V.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and six (6) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be paid as follows: During the regular work week, up to two (2) consecutive hours worked in conjunction with the regular work hours shall be paid at one and one-half (1½) times the regular hourly rate. All other work performed during the regular work week outside of the regular work hours shall be at two

(2) times the regular hourly 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) consecutive ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. [If the fifth (5th) day is worked, then compensation will be paid at one and one half (1½) times the regular hourly rate, up to ten (10) hours. All work over ten (10) hours shall be paid at two (2) times the regular hourly rate].

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, or days locally observed as such and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular hourly rate. Federal Veterans Day and General Election Day will not be required work days. When a holiday falls on a Saturday and is locally observed on Friday, then work performed on both days shall be paid at two (2) times the regular hourly rate. When a holiday falls on a Sunday and is locally observed on Monday, then work performed on both days shall be paid at two (2) times the regular hourly rate. Work performed on Saturday shall be paid as follows: Up to ten (10) hours of work performed on Saturday shall be paid at one and one-half (1½) times the regular hourly rate. All work over ten (10) hours performed on Saturday shall be paid at two (2) times the regular hourly rate.

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 local Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

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

See Addendum VI.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of (see Addendum VII) 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 expenses 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. 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 between the Employer and Employee.

See Addendum VII.

ARTICLE VIII

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

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or Local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and 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, preapprentice and classified 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 I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) covering the area then the minimum conditions of the home local union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health & 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. This includes direct deposit and U. S. Mail and no more than five (5) day's pay will be withheld. However, employees when discharged shall be paid in full.

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

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

SECTION 12(a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) fifteen cents (\$0.15) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be made for the purpose of transmittal, in the manner specified in Section 13 (b) of this Article. The Employer agrees that all Industry Fund contributions required by this Article shall be made in strict conformity with the requirements of these sections. Any failure to make such contributions in the amount, or in the manner specified by Sections 12 and 13 of this Article, shall constitute a default on the part of the Employer.

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers (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 to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers (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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (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-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlock issue under this Section, (Section 12, Article VIII), and no other.

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

(b). The Employer shall pay to the Sheet Metal Contractors of Indiana Industry Fund, Inc., 8325 S. Emerson Avenue, Suite B-2, Indianapolis, IN 46237, effective July 1, 2023 thirty-seven cents (\$0.37), effective July 1, 2024 thirty-nine (\$0.39), and effective July 1, 2025 forty-one (\$0.41) (which includes the IFUS contribution in Section 12 (b)) per hour 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 monthly on or before the 25th day of the succeeding month. The Sheet Metal Contractors of Indiana Industry Fund, Inc. shall transmit those contributions required under Section 12 (b) of this Article to the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS).

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

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

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

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

SECTION 15. Effective as of the date of this Agreement, the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour 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 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal electronically through Sheet Metal Workers National Benefit Funds.

Effective as of the date of this Agreement, the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour 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 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal electronically through Sheet Metal Workers National Benefit Funds.

Effective as of the date of this Agreement, the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. 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 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal electronically through Sheet Metal Workers National Benefit Funds.

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

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

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within three (3) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

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

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

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

SECTION 18. The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the Fund's status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation

plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the Agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

It is undesirable to pay a surcharge upon pension contributions, with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the Trustees of the Fund furnish the Employer and the Union with alternative schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time-to-time.

See Addendum VIII.

ARTICLE IX

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

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

See Addendum IX.

ARTICLE X

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

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

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

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

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

SECTION 3. 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (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.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation Workers (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 of the rights, privileges, and immunities afforded to arbitrators under applicable law.

***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.**

See Addendum X.

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 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 needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively

cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

(a). The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship and 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 an Educational 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 Educational Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

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

SECTION 6. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers. The scale may vary based on local market conditions and recruiting requirements.

INDIANAPOLIS APPRENTICES AND LAFAYETTE APPRENTICES
(Effective 7/1/23):

First year 1 st & 2 nd Half	-	55%
Second year 1 st & 2 nd Half	-	65%
Third year 1 st & 2 nd Half	-	70%
Fourth year 1 st & 2 nd Half	-	75%
Fifth year 1 st & 2 nd Half	-	85%

Fifth year Apprentices may work without Journeyman supervision.

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 checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

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

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

ARTICLE XII

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 on the basis of one (1) preapprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply.

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 by the JATC.

The wage scale for preapprentices shall be forty-seven and half percent (47.5%) of the wage rate of journeymen sheet metal workers. After one year as a preapprentice in the industry,

the wage scale shall be fifty-two and half percent (52.5%) of journeyman rate. Health and Welfare coverage shall be arranged on behalf of the preapprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

See Addendum XII.

ARTICLE XIII

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

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

Classified workers may perform any work covered by Article I of which they are capable and will work under the direction of a journeyman. The wage rate for classified workers will be not less than fifty-five percent (55%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

INDIANAPOLIS CLASSIFIED WORKERS AND LAFAYETTE CLASSIFIED WORKERS:

55%	65%
70%	75%
85%	

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

See Addendum XII.

ARTICLE XIV

SECTION 1. SMACNA and the SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and the 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 XV

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

ARTICLE XVI

SECTION 1. This Agreement and Addenda Numbers I through XV attached hereto shall become effective on the first day of July, 2023, and remain in full force and effect until the thirtieth (30th) day of June, 2026, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment to this Agreement.

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

In witness whereof, the parties hereto affix their signatures and seal this

_____ day of _____, 20_____.

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

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers (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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (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.

(Specify Name of Association or Contractor)

Local Union No. 20 of the International
Association of Sheet Metal, Air, Rail and
Transportation Workers (SMART)

By _____
(Signature of Officer or Representative)

By _____
(Signature of Officer or Representative)

ADDENDUM I
Ref: Article I

SECTION 1. The parties understand that it is an impossible task to spell out in complete detail the work of the bargaining unit. Accordingly, even though specific work may not be specifically spelled out, it will nevertheless be considered as and treated as part of the bargaining unit work if it has been traditionally performed by bargaining unit employees and this shall apply irrespective of any new methods, processes or materials which are used as a substitute for other methods of performing the work. In such latter instance the work shall nevertheless be considered bargaining unit work.

SECTION 2(a). Definition of a Recognized Local Sheet Metal Contractor:

1. Employer shall maintain an established place of business in jurisdiction of Local No. 20 and be signatory to this Agreement.
2. Employer shall provide general sheet metal tools and all power equipment necessary to perform work contracted for.
3. One (1) journeyman sheet metal worker shall be employed the major part of the year.
4. Proper insurance coverage shall include:
 - a. Full insurance coverage under the Workman's Compensation Act.
 - b. Unemployment Compensation, under the Indiana Unemployment Compensation Act, on all employees covered by this Agreement.
 - c. The Employer shall furnish the Union proof of the above.
 - d. If at any time during the term of this Agreement, assuming both parties to this Agreement desire to do so, it will be deemed permissible to enter into a "collectively bargained Workman's Compensation Insurance Program" in lieu of the insurance coverage specified above in paragraph 4a, of Section 2(a) of this Addendum.
5. Employer shall comply with the Health and Safety Rules of the State of Indiana.
6. Employer agrees to recognize the right of the Union or its representative to appoint a Steward; whose duty shall be to see that all employees covered by this Agreement are members of the Union, and in good standing in accordance with the requirements of the Agreement.
7. The Business Manager or Business Agent of the Union shall not be denied access to the Employer's office or any part of the shop or projects for the transaction of business with the Employer or employees covered by this Agreement.

SECTION 2(b). Joint Promotion to Architects and Engineers: The Employer and the Union will jointly make every effort to have the Architects and/or Engineers include in the Sheet Metal Sections all items belonging within our industry to fabricate and/or install.

SECTION 2(c). Bidding: The Employer shall make every effort to bid any item on any job belonging to the sheet metal industry even though it may require him to obtain subbids from other signed Sheet Metal Employers to accomplish the fabrication and/or installation of the complete job required by job specification. The Employer shall notify the Union when his bid has been refused because he has included the furnishing, handling, installing of all items belonging to the sheet metal industry.

SECTION 2(d). Copy of Job Specs for Union: The Business Manager and Agents of the Union will be furnished prints and specifications of jobs if the information is public. Local No. 20 will bear all cost of reproduction.

SECTION 3. Recognition Clause for a 9(a) Collective Bargaining Agreement: 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, using the Steiny-Daniel formula for eligibility. 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 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 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.

ADDENDUM II

Ref: Article II

SECTION 3. Union Label: It is encouraged that all sheet metal work manufactured, assembled and fabricated outside jurisdiction of Local Union No. 20 by members of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) for installation within the jurisdiction of Local No. 20 shall bear the Sheet Metal Workers' Union Label. The Union and Association will jointly publicize and submit to the Contractors the names of firms and companies under agreement with Local Unions affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) who manufacture products bearing the Union Label of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

SECTION 4(a). Integrity Clause: 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 I 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (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 any other 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 I 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), AFL-CIO in that area.

SECTION 4(b). 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 4(a) 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 five hundred dollars (\$500.00) 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 processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of Standard Form of Union Agreement, Article X.

SECTION 5(a). Work Preservation Clause: The Employer agrees that no evasion of the terms, requirements and provisions of this Agreement will take place by the setting up of another business to do work covered by this Agreement, or in any other way attempt to or actually evade or nullify responsibility hereunder. If and when the Employer shall perform any work of the type prohibited by Section 4(a) hereof, the terms and conditions of this Agreement shall be applicable to all such work.

In the event that the conditions set forth in the paragraph above are met but the Agreement is not deemed applicable to the non-signatory entity, then the Employer shall be liable to the Union for all damages incurred.

ADDENDUM III
Ref: Article III, Section 1

ADDENDUM III, Ref: Article III, SECTION 1 – Work to Be Performed Statement can be found in the Referral Agreement under ADDENDUM II, Ref: Article II, Section 1 (Effective March 12, 2012).

ADDENDUM III, Ref: Article III, SECTION 2 – WD-10 – Report of Construction Contractor’s Wage Rates can be found in the Referral Agreement under ADDENDUM II, Ref: Article II, SECTION 2 (Effective March 12, 2012).

ADDENDUM IV
Ref: Article IV
Hiring, Payroll & Discharge Procedures

ADDENDUM IV, Ref: Article IV – Hiring, Payroll & Discharge Procedures, SECTION 2(a) Superannuated Employees can be found in the Referral Agreement under ADDENDUM III, Section 1(a) (Effective March 12, 2012).

SECTION 2(b). In the event of a layoff the first men to be laid off will be men working out of the jurisdiction of another Local Union.

ADDENDUM IV, SECTION 2(c), (d), (e), (f) and (g) can be found in the Referral Agreement under ADDENDUM III, SECTION 1(b) (c), (d), (e) and (f) (Effective March 12, 2012).

ADDENDUM IV, SECTION 3, 3(a) Hiring Procedures for the Lafayette Area can be found in the Referral Agreement under ADDENDUM III, Ref: Article III, SECTION 2, 2(a) (Effective March 12, 2012).

ADDENDUM IV, Ref: Article IV, SECTION 3(b) Hiring Procedures for the Indianapolis area can be found in the Referral Agreement under ADDENDUM III, Section 2(b) (Effective March 12, 2012).

SECTION 3(c). The Employers will fax a list of employees being sent to jobsites when working out of their home area. (This applies to both the Indianapolis and Lafayette areas.)

ADDENDUM V
Ref: Article V

SECTION 1(a). Working Dues Check-Off: The Employer agrees to deduct, for the period of this Agreement and upon receipt of written authorization from each employee of the Employer, from the net wages of each employee, initiating such authorization, the sum specified through the written authorization for a working dues check-off. It is clearly understood that the sum per payroll hours deduction is in addition to the members regular dues. (All such monies thus withheld shall be deposited by the 25th of each month, for the previous months withholding at the depository designated by the Local Union. All such monies deposited will be credited by

the depository to Local Union No. 20 account.) The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Employer in making payroll deductions as herein provided.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 4(a). The parties to this Agreement agree to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11246 and the Indiana Fair Employment Practices Act with respect to selection, training and employment of apprentices and trainees; to the referral practices in connection with applicants for employment; and to all employment practices; including job promotion and working conditions with respect to all workers and supervisory employees, to the end that no discrimination shall be practiced in respect to age, sex, religion, race, color, mental or physical handicap, or national origin. This also includes veterans (Vietnam era, etc.).

As used in this document, the terms “he”, “his” or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this contract or its application on the basis of sex, race, national origin or any other classifications.

SECTION 4(b). Picketing: The Employer agrees that it shall not be a violation of any term, provision or requirement of this Agreement if employees covered by this Agreement refuse to cross or work behind any legal picket line established by any bona fide union, provided the strike or picket line is authorized or sanctioned by the Union involved or by the International Union of the Union that called the strike or established the picket line or is authorized or sanctioned by a Central Labor, Building and Construction Trades, Metal Trades, or other recognized Council of Unions having jurisdiction of the area involved. No employee covered by this Agreement shall be requested or required to perform any work operations that were being performed by persons on strike.

ADDENDUM VI

Ref: Article VI

SECTION 1. Starting Time: An early starting time may be used when mutually agreed upon by the Employer, the employees and Union Business Representative.

SECTION 1(d). After any employee works eight (8) hours and continues to work without having a minimum of seven (7) hours between shifts and goes into overtime pay, his overtime pay will continue and all continuous work will be at the established overtime rate and will not revert back to straight time pay until a minimum of seven (7) hours have elapsed.

SECTION 4. Rules for Shift Work:

(a). The Business Manager or Business Agent of Local No. 20 will be asked to determine whether the work can be performed at the shift work hourly rate.

(b). If it is agreed that the shift is necessary, it will be recorded in the Union office as a shift work job.

No employee shall be required to work at night unless at least seven (7) hours will have elapsed between his day work assignment and the night work assignment.

No employee shall suffer a loss of working pay as a result of shift work that would reduce his working pay below forty (40) hours for the week.

Shift work shall be allowed on new construction jobsites when authorized by the Business Manager or Business Agent.

Shift work shall be for at least five (5) consecutive days duration, and any work short of this minimum requirement shall be agreed to by the Business Manager or Business Agent.

(c). Shift work shall consist of eight (8) consecutive hours and the hourly rate for shift work shall be 1.12 times the regular hourly rate in the field and 1.08 times the regular hourly rate in the shop.

During the regular work week two (2) consecutive hours worked in conjunction with the shift work hours shall be paid at one and one-half (1½) times the shift work hourly rate. On Saturday, up to ten (10) hours of shift work will be paid at one and one-half (1½) times the shift work hourly rate. All other hours worked in conjunction with the shift work shall be paid at two (2) times the regular hourly rate.

ADDENDUM VII
Ref: Article VII

SECTION 1 (a). Reimbursement calculations

Parking	\$15.00/day
Employee Vehicle	
Mileage defined as:	IRS rate less 30 mile free zone
Windshield time defined as:	(non-working hours) straight time hourly rate to and from jobsite @ 55 mph less 30 miles
31- 80 miles	Mileage
81 - 200 miles	Mileage 1 round trip/week < free zone + \$125/night up to 6 nights
> 200 miles	Mileage Windshield time 1 round trip/job < free zone + \$125/night up to 7 nights
Company Vehicle	
Mileage defined as:	Eliminated in all cases
Windshield time	(non-working hours) straight time hourly rate to and from jobsite @ 55 mph less 60 miles
61 -200 miles	Windshield time 1 round trip/week < free zone + \$125/night up to 6 nights
> 200 miles	Windshield time 1 round trip/job < free zone \$875 per week or \$125/ night
Air travel paid by employer	Straight time based on itinerary

Section 2 (a). Travel Expense. All mileage shall be computed from the center of the city in which the Employer’s shop is located or the center of the city of the employee’s residence (whichever is closer to the jobsite) (less the expense free zone), as based on mileage direction distances from Internet Reference, whichever is the shortest time. Designation of expense free zone to be at Employer’s choice; however, only one expense free zone is permitted on any given day. All mileage in this contract will be paid at the current Internal Revenue Service allowable amount per mile.

Section 2 (b). Expense Free Zone. No travel expense for first thirty (30) miles. No Employer shall have more than one (1) expense free zone. If employee is asked to move to more than one (1) additional jobsite per day, he will be paid mileage per the guidelines set forth in Section 2(a).

Section 2 (c). Out of Area Contractors. For contractors who have an established place of business outside the jurisdictional area of Local 20 (Indianapolis and Lafayette Areas), travel expenses shall be the same as stated in ARTICLE VII, SECTION 2. The starting point for calculation mileage shall be SMART Local Union No. 20 Union Hall (Indianapolis – 2828 E. 45th Street, Indianapolis, IN, 46205, and Lafayette – 2535 S. 30th Street, Suite 14, Lafayette, IN 47909).

Section 2 (d). On jobs over 100 miles one (1) week’s expenses will be paid in advance.

ADDENDUM VIII
Ref: Article VIII
Wage and Fringe Benefits

INDIANAPOLIS AREA WAGE RATES: JOURNEYMAN (A)

SECTION 1(a).	<u>7/1/23*</u>	<u>7/1/24**</u>	<u>7/1/25***</u>
Base Wage	\$40.91	-----	-----
401(a) Plan .....	.30	.30	.30
Working Dues Check-off (DEDUCT)	(-2.03)	-----	-----
P.A.L. – Voluntary (Deduct).....	(-0.05)	(-0.05)	(-0.05)
Health & Welfare.....	10.40	-----	-----
Local Pension	6.35	-----	-----
National Pension	5.26	-----	-----
SASMI (3%)	<u>1.90</u>	-----	-----
TOTAL WAGE	\$65.12	-----	-----
Local Education***** .....	.83	-----	-----
International Training (\$0.12), NEMIC (\$0.03), SMOHIT (\$0.02) & Scholarship Fund (\$0.01) .....	.18	.18	.18
Industry Funds***** .....	.37	.39	.41
LMCC .....	.05	.05	.05
IUCSAT.....	<u>.08</u>	<u>.08</u>	<u>.08</u>
TOTAL PACKAGE	\$66.63	\$69.38	\$72.38

*Effective July 1, 2023 - \$2.50 Increase

**Effective July 1, 2024 - \$2.75 Increase

***Effective July 1, 2025 - \$3.00 Increase

****\$0.23 of the \$0.83 Local Education contribution rate is Educational Stipend which is included in the Total above, however, Educational Stipend is over and above the negotiated Total Package.

*****Effective July 1, 2020, \$0.03 of the \$0.32 Industry Fund contribution rate will be designated to the LMCC Fund.

All increases to the wage and fringe benefits are tentative until ratification of membership.

Effective July 1, 2020 the 401(a) contribution rate for Journeyman A may increase as a result of periodic allocations. If there is an increase to the Journeyman A, then Journeyman B, C, D, E, F, G and H will also increase according to the amount allocated to Journeyman A.

The following classifications of Journeyman (B, C, D, E, F, G and H) indicate how taxable wages are affected by a Journeyman’s election to have a higher 401(a) contribution level. All other fringes are the same as for Journeyman A above.

JOURNEYMAN B	Effective 07/01/2023
Taxable Wage	\$ 39.91
Overtime Wage (x 1.5)	\$ 60.37
Overtime Wage (x 2)	\$ 80.82
401(a) Plan	\$ 1.30

JOURNEYMAN C	Effective 07/01/2023
Taxable Wage	\$ 38.91
Overtime Wage (x 1.5)	\$ 59.37
Overtime Wage (x 2)	\$ 79.82
401(a) Plan	\$ 2.30

JOURNEYMAN D	Effective 07/01/2023
Taxable Wage	\$ 37.91
Overtime Wage (x 1.5)	\$ 58.37
Overtime Wage (x 2)	\$ 78.82
401(a) Plan	\$ 3.30

JOURNEYMAN E	Effective 07/01/2023
Taxable Wage	\$ 36.91
Overtime Wage (x 1.5)	\$ 57.37
Overtime Wage (x 2)	\$ 77.82
401(a) Plan	\$ 4.30

JOURNEYMAN F	Effective 07/01/2023
Taxable Wage	\$ 35.91
Overtime Wage (x 1.5)	\$ 56.37
Overtime Wage (x 2)	\$ 76.82
401(a) Plan	\$5.30

JOURNEYMAN G	Effective 07/01/2023
Taxable Wage	\$ 34.91
Overtime Wage (x 1.5)	\$ 55.37
Overtime Wage (x 2)	\$ 75.82
401(a) Plan	\$6.30

JOURNEYMAN H	Effective 07/01/2023
Taxable Wage	\$ 33.91
Overtime Wage (x 1.5)	\$ 54.37
Overtime Wage (x 2)	\$ 74.82
401(a) Plan	\$7.30

Please note: \$0.20 per hour will be contributed to the 401(a) Plan for apprentices. Effective January 1, 2004, 1st through 5th year apprentice's taxable wages may be affected by an apprentice's election to have a higher 401(a) contribution level = \$1.20.

SECTION 1(b). Jobsite Foreman Pay will be:

3 to 8 men.....\$2.50 above Journeyman Scale.
 9 to 18 men.....one at \$3.50 above Journeyman Scale and
 one at \$2.00 above Journeyman Scale.
 19 and over.....one at \$4.50 above Journeyman Scale
 one at \$3.50 above Journeyman Scale and
 one at \$2.00 above Journeyman Scale
 and for each 6 men added above 19

The appointment of the Foreman shall be the responsibility of the Employer. Only one Foreman is required in the shop.

LAFAYETTE AREA WAGE RATES: JOURNEYMAN (A)

SECTION 1(a).	<u>7/1/2023*</u>	<u>7/1/2024**</u>	<u>7/1/2025***</u>
Base Wage	\$39.78	----	----
401(a) Plan .....	.30	.30	.30
Working Dues Check-off Journeyman (DEDUCT)	(-2.02)	----	----
Credit Union (Optional DEDUCT)...	(-1.00)	(-1.00)	(-1.00)
P.A.L. – Voluntary (Deduct).....	(-0.05)	(-0.05)	(-0.05)
Health & Welfare	10.40	----	----
National Pension	12.72	----	----
SASMI (3%)	1.90	----	----
TOTAL WAGE	\$65.10	----	----
Local Education ***** .....	.83	----	----
International Training (\$0.12), NEMIC (\$0.03), SMOHIT (\$0.02) & Scholarship Fund (\$0.01) ....	.18	.18	.18
Industry Funds .....	.37	.39	.41
LMCC .....	.05	.05	.05
IUCSAT.....	<u>.08</u>	<u>.08</u>	<u>.08</u>
TOTAL PACKAGE	\$66.61	\$69.36	\$72.36

*Effective July 1, 2023 - \$2.50 Increase

**Effective July 1, 2024 – 2.75 Increase

***Effective July 1, 2025 - \$3.00

****\$0.23 of the \$0.83 Local Education contribution rate is Educational Stipend which is included in the Total above, however, Educational Stipend is over and above the negotiated Total Package.

*****Effective July 1, 2020, \$0.03 of the \$0.32 Industry Fund contribution rate will be designated to the LMCC Fund.

All increases to the wage and fringe benefits are tentative until ratification of the membership. Effective July 1, 2020 the 401(a) contribution rate for Journeyman A may increase as a result of periodic allocations. If there is an increase to the Journeyman A, then Journeyman B, C, D, E, F, G and H will also increase according to the amount allocated to Journeyman A.

The following classifications of Journeyman (B, C, D, E, F, G and H) indicate how taxable wages are affected by a Journeyman's election to have a higher 401(a) contribution level. All other fringes are the same as for Journeyman A above.

JOURNEYMAN B	Effective 07/01/2023
Taxable Wage	\$ 38.78
Overtime Wage (x 1.5)	\$ 58.67
Overtime Wage (x 2)	\$ 78.59
401(a) Plan	\$ 1.30

JOURNEYMAN C	Effective 07/01/2023
Taxable Wage	\$ 37.78
Overtime Wage (x 1.5)	\$ 57.67
Overtime Wage (x 2)	\$ 77.56
401(a) Plan	\$ 2.30

JOURNEYMAN D	Effective 07/01/2023
Taxable Wage	\$ 36.78
Overtime Wage (x 1.5)	\$ 56.67
Overtime Wage (x 2)	\$ 76.56
401(a) Plan	\$ 3.30

JOURNEYMAN E	Effective 07/01/2023
Taxable Wage	\$ 35.78
Overtime Wage (x 1.5)	\$ 55.67
Overtime Wage (x 2)	\$ 75.56
401(a) Plan	\$ 4.30

JOURNEYMAN F	Effective 07/01/2023
Taxable Wage	\$ 34.78
Overtime Wage (x 1.5)	\$ 54.67
Overtime Wage (x 2)	\$ 74.56
401(a) Plan	\$ 5.30

JOURNEYMAN G	Effective 07/01/2023
Taxable Wage	\$ 33.78
Overtime Wage (x 1.5)	\$ 53.67
Overtime Wage (x 2)	\$ 73.56
401(a) Plan	\$ 6.30

JOURNEYMAN H	Effective 07/01/2023
Taxable Wage	\$ 32.78
Overtime Wage (x 1.5)	\$ 52.67
Overtime Wage (x 2)	\$ 72.56
401(a) Plan	\$ 7.30

Please note: \$0.20 per hour will be contributed to the 401(a) Plan for apprentices. Effective January 1, 2004, 1st through 5th year apprentice's taxable wages may be affected by an apprentice's election to have a higher 401(a) contribution level = \$1.20.

SECTION 1(b). Jobsite Foreman Pay will be:

- 3 to 8 men.....\$2.50 above Journeyman Scale.
- 9 to 18 men.....one at \$3.50 above Journeyman Scale and
one at \$2.00 above Journeyman Scale.
- 19 and over.....one at \$4.50 above Journeyman Scale
one at \$3.50 above Journeyman Scale and
one at \$2.00 above Journeyman Scale
for each 6 men added above 19

The appointment of the Foreman shall be the responsibility of the Employer. Only one Foreman is required in the shop.

SECTION 2. It is agreed that all work specified in Article I of this Agreement regarding the manufacturing, fabrication, assembling and/or handling by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers in the employer's shop shall be governed by the equalization of the wage and benefit package for where their product is being erected and/or installed.

The Union may at any time request wage verification from the fabricating Employer of such product to prove that the higher wage and benefit package is being compensated to those shop employees.

SECTION 8(a). Health and Welfare Fund:

It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 20 Health and Welfare Fund, the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement.

The Employer agrees to pay the amounts specified in Article VIII, Section 1(a) of this Addendum for "Health and Welfare," for each hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers' Local Union No. 20 Health and Welfare Fund, at the depository designated by the Trustees of the Welfare Fund, on or before the 25th day of each month for work performed during the preceding month.

Failure to submit a proper statement of payroll and fringe benefit fund contributions (including the pension, vacation and industry fund and the insurance trust accounts) upon written demand by the Union shall constitute a violation of this Agreement and shall be grounds for immediate action on the part of the Union to collect these amounts. If the delinquent Employer fails to make proper contributions within seventy-two (72) hours after he is notified in writing that such fringe benefit contributions are delinquent, the Employer shall suffer a work stoppage on all jobs and/or shops manned by Union employees until written proof has been provided that

all payments have properly been brought up to date. The Union employees who stop work in accordance with this provision shall be paid at their regular rate of pay during such work stoppage in order that no loss of pay shall be suffered for the men under employment of the Employer. The Employer's liability for payments hereunder shall not be subject to the Grievance Procedure or to arbitration under the Collective Bargaining Agreement.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 8(b). Pension Fund (INDIANAPOLIS AREA ONLY. THE LAFAYETTE AREA DOES NOT HAVE A LOCAL PENSION.) It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 20 Pension Fund (Indianapolis area), the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement.

The Employer agrees to pay the amount specified in Section 1(a) of this Addendum, for "Local Pension," for each hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers Local Union No. 20 Pension Fund (Indianapolis area), at the depository designated by the Trustees of the Pension Fund, on or before the 25th day of each month for work performed during the preceding month.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 8(c). (INDIANAPOLIS AREA). Federal Credit Union Savings Plan: It is agreed that all employees working under the terms of this Agreement may participate in the Sheet Metal Workers' Federal Credit Union Savings Plan. The Employer agrees, when authorized by the employee, to withhold from the wages and deposit in the Sheet Metal Workers' No. 20 Federal Credit Union, 2828 East 45th Street, P.O. Box 20668, Indianapolis, IN 46220-0668, a minimum of twenty-five cents (\$0.25) for each regular hour paid and fifty cents (\$0.50) minimum for each hour paid outside the regular working hours. This amount shall be paid by the Employer weekly to the Sheet Metal Workers' Local Union No. 20 Federal Credit Union. The employee agrees that the Employer has no duty or liability in respect of the use, mis-use or application or mis-application of the monies after deposit with the above named Credit Union.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Federal Credit Union (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after

training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

(LAFAYETTE AREA). Federal Credit Union Savings Plan: It is agreed that all employees working under the terms of this Agreement may participate in the Sheet Metal Workers' Local Union No. 20 Federal Credit Union Savings Plan. The Employer agrees, when authorized by the employee, to withhold from the wages and deposit in the Sheet Metal Workers' Local Union No. 20 Federal Credit Union, 2828 E. 45th Street, P.O. Box 20668, Indianapolis, IN 46220-0668, a minimum of one dollar (\$1.00) for each regular hour paid. This amount shall be paid by the Employer weekly to the Sheet Metal Workers' Local Union No. 20 Federal Credit Union. The employee agrees that the Employer has no duty or liability in respect of the use, misuse or application or misapplication of the monies after deposit with the above named Credit Union.

The Employer shall treat said amounts contributed to the Federal Credit Union Savings Plan as wages and shall make all legal payroll deductions for withholding tax, social security, from the total wages, and shall then set aside this full amount for the Savings Plan for transmittal each week to the Sheet Metal Workers' Local No. 20 Federal Credit Union.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Federal Credit Union (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 8(d). Trust Fund Administration: The Union will notify Trustees of the Pension, Health and Welfare, Education and Training, and Sheet Metal Contractors Industry Funds of the identity of all Employers employing Union members and will furnish to the Trustees of said Funds copies of all labor agreements entered into with Employers of Union members and will obtain and furnish to the Trustees of said Funds a signed Assent of Participation Agreement in each of the above Funds from Employers who are not signatory to a labor agreement with the Union.

No Union member will be referred to or will accept employment from any Employer who has not signed a current labor agreement or a signed current Assent of Participation Agreement.

The Trustees of the respective Funds are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payments to said Funds in accordance with provisions of this Agreement.

The Trustees of the several Funds (to which Fund payments were required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer

shall be obligated to pay to the respective Funds all expenses incurred by the Trustees in such action, including reasonable attorney's fees.

If an Employer becomes delinquent in his contribution to any of the above Funds the Trustees of said Funds may initiate whatever action is deemed necessary to facilitate the timely collection of said Funds.

It is understood and agreed that contributions to the respective funds are due and payable on or before the 25th day of each month for work performed by employees in the preceding month. Failure of an Employer signatory to this Agreement to transmit the aforesaid contribution reports and payments by the 25th day of the month in which said reports and payments are due may subject said Employer to cancellation of this collective bargaining agreement. In lieu of possible cancellation of this Agreement, the Union may direct the employees of the delinquent Employer to cease performing services for said Employer until the Employer complies with all of the terms and conditions of this Article and reports and pays to all fringe benefit funds contained in this Article the amounts due the funds for which he is delinquent.

The Union and/or the Trustees of fringe benefit funds may require from all contractors, prior to the commencement of any particular job, a wage and fringe benefit bond. Such bond shall be a minimum of \$36,000.00 based on six (6) employees, and will be increased by \$6000.00 per each additional employee to a maximum of \$300,000.00. This bond may be required of any contractor who is working for the first time in the Indianapolis/Lafayette vicinity, or who has in the past one (1) year been delinquent in its payment to fringe benefit funds. Once a Local 20 Indianapolis/Lafayette Area contractor has been free of delinquencies for a forty-eight (48) month period, no bond will be required.

If the Union decides to employ attorneys and/or accountants to enforce their rights under Section 8(d), parts 1 through 5, all reasonable fees for their professional services and fees for all court costs, expenses, bonds, etc., involved in this effort shall be paid by the delinquent employer.

The Bond shall guarantee the contractors required payments to all funds and copies of such bond shall be furnished to each of said Sheet Metal Workers Local Union #20 and receptive funds.

If a cash security deposit is elected, the Employer will deposit the amount required with an FDIC insured Indiana bank in an escrow account for Sheet Metal Workers Local Union #20 and receptive funds.

After a 12-month duration, a contractor shall not be required to maintain a security deposit if all fringe benefits and other monetary obligations were fulfilled on a timely basis.

SECTION 8(e). S.A.S.M.I.: It is agreed the Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee subject to this Agreement to the National Stabilization Agreement of the Sheet Metal Industry (S.A.S.M.I.).

Gross earnings, for the purpose of this Agreement shall mean (a) total wages paid to an employee by the Employer which are reportable by the employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to pension and health and welfare funds.

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

SECTION 8(f). National Pension Fund: It is agreed that all employees in the Collective Bargaining unit shall participate in the Sheet Metal Workers' National Pension Fund and the Employer agrees to deposit the amount specified in Section 1(a) of this Addendum for each hour worked by the employee into the Sheet Metal Workers' National Pension Fund. The Employer agrees to adopt the Sheet Metal Workers' National Pension Fund "Standard Form of Participation Agreement Plan A". Effective June 1, 1999, the contribution rate to the National Pension Fund for all apprentices is based on the same percentage as their wage rate. Effective June 1, 2002, the contribution rate to the National Pension Fund for all classified workers is based on the same percentage as their wage rate.

ADDENDUM VIII, SECTION 8(g) Political Deductions can be found in the Referral Agreement under ADDENDUM IV SECTION 3 (Effective March 12, 2012).

SECTION 15(a). Educational and Training Fund: The Employers agree to pay the amount specified in Section 1(a) of this Addendum for each hour worked by journeymen, apprentice, preapprentice and classified employees covered by this Agreement to the Sheet Metal Workers' Educational and Training Fund on or before the 25th day of each month for the preceding month to a depository designated by the Fund Trustees. The Fund shall be jointly administered by the Joint Apprentice and Training Trust. The Trust shall administer the Fund for educational and training purposes, pursuant to Trust Agreement.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 15(c). Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Workers' International Scholarship Foundation, Inc., one cent (\$0.01) per hour for each hour worked by each employee of the Employer covered by this Agreement, except preapprentices and classified workers. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purpose of transmittal through the National Benefit Funds.

SECTION 16(a). Defined Contribution Pension Plan: It is agreed that all employees in the collective bargaining unit shall participate in the Sheet Metal Workers' Local Union No. 20 Defined Contribution Pension Fund, the Trust Agreement of which, as amended and restated from time to time, is incorporated herein by reference and made a part of this Agreement. The Employer agrees to pay the amounts specified in Article VIII, Section 1(a) of this Addendum for "401(a) Plan" for each hour worked by its employees covered by this Agreement, including all non-bargaining unit work and bargaining unit work, into the Sheet Metal Workers' Local Union No. 20 Defined Contribution Pension Fund, at the depository designated by the Trustees of the Fund. Any contributions which are due as a result of payroll periods ending between the 3rd and 18th of the month are due on or before the 25th of that month. Any contributions which are due as a result of payroll periods ending between the 19th of the month and the 2nd of the following month shall be due on or before the 10th of that month. Failure of the Employer to make the required contributions as set forth herein shall give rise to all remedies afforded the Union as set forth in Section 8(a) of this Addendum VIII.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically on a weekly basis instead of twice per month.

SECTION 17. Effective as of June 1, 2002, the parties hereby agree to participate in the Indiana Union Construction Substance Abuse Trust (IUCSAT) with respect to all bargaining unit employees by adopting the IUCSAT's current policy booklet and its By-Laws and all future revisions thereof upon reasonable notice being given. The Union hereby accepts the current union representatives (and their successors) who serve on the IUCSAT's Board of Directors and the Employer hereby accepts the current employer representatives (and their successors) who serve on the IUCSAT's Board of Directors.

The Employer will contribute to the Indiana Union Construction Substance Abuse Trust (\$0.08) per hour, or amount specified in Section 1(a) of this Addendum, for each hour worked by each bargaining unit employee of the Employer covered by this Agreement.

The parties agree that whatever payment schedule, contribution regulations, and collection and payroll audit procedures are established for signatory contractors by the Trustees of the Sheet Metal Workers' Local Union No. 20 Health and Welfare Fund ("Welfare Fund") shall govern IUCSAT's collections and administrative procedures with respect to the Employer. The monthly payments shall be forwarded to the depository then designated by said Welfare Fund's Trustees.

In the event an Employer works on a jobsite where the customer requires outside construction workers to have a "CCS" card or some other drug program certification, the Union and the Employer agree that they will send a joint letter stating their promotion and use of the IUCSAT program in a good faith effort to convince the customer to accept the IUCSAT. In the event the customer still will not recognize the IUCSAT, then the Union and the Employer agree that the customer's mandated policy will be accepted. However, no bargaining unit employee will be disciplined for refusing to take the customer mandated drug/alcohol test. In the event an

employee does refuse to take the customer-mandated tests, the Employer will make a good faith attempt to place that employee on another job and, if not possible, the employee will receive a lay-off with the right of recall.

If at any time during the term of this Agreement, assuming both parties to this Agreement desire to do so, it will be deemed permissible to establish a new self-administered Substance Abuse and EAP Program in lieu of the programs specified above.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

SECTION 18. LABOR/MANAGEMENT TRUST FUND. The Employers agree to pay the amount specified in this Agreement – five cents (\$0.05) – for each hour worked by each employee covered by this Agreement to the Labor/Management Trust Fund. Effective July 1, 2020, \$0.03 of the \$0.37 Industry Fund contribution rate will be designated to the LMCC Fund. Payment shall be made on or before the 25th day of the succeeding month and shall be remitted for the purposes of collection and transmittal through the Local 20 Health & Welfare Fund, 2828 East 45th Street, P.O. Box 55287, Indianapolis, IN 46205.

The parties recognize that during the term of this Agreement, the Sheet Metal Workers Local 20 Health & Benefit Fund (Fund Office) could acquire the capability to receive and process contribution reports and remittances electronically. In that event, the parties agree that, after training in the process has been offered to the Employer, the Fund Office may require that reports and remittances be submitted electronically.

ADDENDUM IX

Ref: Article IX

SECTION 1. Tool List: Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools, including, but not limited to:

- 1 – Battery operated pocket calculator
- 1 – Set 3/8” drive sockets with ratchet
- 25’ tape
- Torpedo level
- Hand sheet metal punch (Whitney #5 Jr. or equal)
- 1 – Set 3 1/2” hand folders
- 1 – Pair 10” dividers
- Right and left cut aviation snips
- Straight cut M5 / bulldog snips
- 1 – Set screw drivers
- 10” Vise grips (2 pair)
- 10” “C” Vise grips (2 pair)
- 12” Combination square

Tinners hammers light and heavy
12” crescent wrench
Plumb bob
Tool pouch
1 – Alignment pin
9/16’ Ratchet wrench
Utility knife
Insulation knife

SECTION 3(a). Injured Employee: When injured on the job, employee shall report all injuries to a company representative and he shall be compensated at the regular rate of pay for any time that is lost because of emergency treatment. The injured employee shall also be compensated at the regular rate of pay for one (1) subsequent follow-up medical treatment after returning to work. If injury results in a full-day loss of time on the day of the injury the injured employee shall be compensated in full for that day. Employee shall verify with Employer any further instructions and appointments as prescribed by medical personnel.

An employee should report any on-the-job injury for which compensation may be paid to his foreman on the day of the injury. If an on-the-job injury is not immediately recognized which may require medical attention, the employee should notify the Employer’s office or designated representative within forty-eight (48) hours after he reasonably believes he has incurred such injury.

Any employee who requests a blood test in a hazards area (lead, etc.) shall have a blood test monthly, paid by the Employer.

SECTION 3(b). Trucks: All signatory Employers to this Agreement shall have the shop name on both sides of each truck and in a conspicuous place on the rear of the truck. Letters shall be not less than three (3) inches high with the owner’s registration certificate displayed in plain sight on each truck.

SECTION 3(c). Tool Protection: The Employer agrees to provide adequate protection for safeguarding the employees’ tools at the jobsite and in the shop.

SECTION 3(d). Power Tools and Safety Equipment: The Employer shall assign power tools and safety equipment in sufficient quantity to perform the work described in Article I of this Agreement, and in accord with the Occupational Safety and Health Act of 1970, to the individual employee, who shall be accountable to the Employer for their return.

SECTION 3(e). Hard hats, welding hoods, welding gloves, welding sleeves (when necessary), cutting goggles, safety glasses, ear protection, new clean headbands and any other safety related item shall be furnished by Employer as required.

SECTION 3(f). On construction jobs the Employer shall provide or make arrangements for a suitable enclosed, clean, heated area for the use of his employees.

SECTION 3(g). Safety: Each employer and employee has the duty to comply with safety and health standards and all rules, regulations, and orders issued pursuant to the provisions of the Occupational Safety & Health Act (OSHA) in performance of their work. All employees (especially foremen, general foremen and superintendents) shall be encouraged to attend safety educational programs related to procedures, training and/or the proper use of the company equipment. All employees are encouraged to take first-aid training course and CPR training taught by the American Red Cross or its equivalent, and OSHA 10-hour course or more.

SECTION 3(h). OSHA Refresher: OSHA refresher courses when required will be offered the second Thursday of every month for members in the Indianapolis jurisdiction at Local 20, 2828 E. 45th Street, Indianapolis, IN 46205 and the fourth Thursday of every month for members in the Lafayette jurisdiction at Local 20, 2535 S. 30th Street, Lafayette, IN 47909. Subjects will be relevant to OSHA-30 and OSHA-10 card maintenance. Members directed to attend a refresher course will receive 1 hour pay less benefits from their respective contractor.

SECTION 3(i). Cordless Tools: A cordless tool kit consisting of no more than one (1) impact driver, one (1) drill, one (1) reciprocating saw, a charger and two (2) batteries owned by the Contractor shall be permitted to be carried in a personal vehicle for work or personal use by the Employee but not required. Under no circumstance shall refusal to carry company owned tools result in favorable or unfavorable treatment. The Employee shall not be held liable for theft or damage of the tools.

ADDENDUM X

Ref: Article X

SECTION 1 (a). Stewards: The Steward shall be appointed by the Business Manager or Business Agent. The Steward shall be a working Steward and shall perform the duties of a journeyman sheet metal worker and shall report any violations of this Agreement to his Employer and then to the Business Manager or Agent or to the office of the Union, and in no case shall he cause stoppage of work.

The Steward shall not be discriminated against in any way because of his Steward activities. The Employer shall notify the Business Manager or Agent five (5) working eight (8) hour days before the employment of a Steward is terminated by the Employer. If the representative of the Union disagrees with the Employer's reasons for this termination, they shall immediately communicate with the Employer for a discussion. If it is not mutually resolved by then, the Local Joint Adjustment Board shall take action on the second working day after the notification of the Business Manager or Agent by the Employer. If agreement is not reached by the fifth (5th) eight (8) hour working day after notification the decision shall be turned over to the National Joint Adjustment Board.

The Steward shall be removed at this time without compensation from the Employer until the settlement has been made. The Employer shall not pay any compensation while the Steward was not in his employ.

When the Employer of a Steward has four (4) or more journeymen sheet metal workers working overtime on a jobsite, excluding shop foreman, or job foreman, the Steward shall be one of the journeymen working overtime.

The Employer shall report to the office of the Union all requests of the Employer for overtime work and the names of journeymen and apprentices working overtime. The Steward shall be on the job at all times, except on overtime jobs involving less than four (4) men, and be the last man laid off with the exception of the foreman.

SECTION 1(b). The duties of the shop and job Steward shall be to report to the Business Representative of the Union:

- a. Members dues delinquencies.
- b. Violation of the Collective Bargaining Agreement.
- c. Sheet metal workers employed thirty (30) days or more, who have not become members of the Union.
- d. Disputes and grievances of members.
- e. When overtime work is required.

He shall not have the authority to:

- a. Adjust violations of the Collective Bargaining Agreement.
- b. Collect any money due the Union from any apprentice for membership.

SECTION 2. Disputes over an Employer's failure to pay the wages, fringe benefits and deductions set forth in this Agreement, the failure of an Employer to permit or to cooperate in a requested payroll audit, the failure to submit the required monthly reporting forms and/or the failure to provide any contractually required surety bond or cash security deposit are not subject to the grievance procedure or to the no-strike prohibition. Further in any or all of the above identified instances, the Union is not required to furnish journeymen, apprentices, preapprentices or classified sheet metal workers until the dispute with the particular Employer is resolved.

ADDENDUM XI
Ref: Article XI
Apprentices

SECTION 3(a). The apprenticeship ratio specified in Article XI, Section 4 shall be maintained in the shop, on the job, and all work outside the regular working hours. Apprentices shall not be allowed to work outside the jurisdiction of Local Union 20. All journeymen and apprentices shall work under the supervision of a sheet metal foreman of Local 20 at all times. Foreman wage to be determined by Section 1(b) of Addendum VIII.

SECTION 5(b). Apprentices in their first six (6) months will not have Industry Fund contributions made on their behalf.

SECTION 5(c). Effective January 1, 2021, contractors shall combine the hourly contribution previously designed as "School Pay" with the hourly contribution amount required

to be made to the Local Education Fund under this contract for a current contribution amount of \$0.83. The JATC shall make a monthly stipend to indentured apprentices as set forth in the JATC Apprenticeship Standards. This is a variable amount that may be increased or decreased at any time during the term of the contract to adequately provide for the cost of the monthly stipends.

ADDENDUM XII
Ref: Article XII

SECTION 1(a). The apprentice, preapprentice ratio to journeymen, and the classified workers ratio to apprentices will be modified from the Standard Form of Union Agreement A-3-87 as follows:

Journeyman	Apprentices		Preapprentices		Classified Workers
1	1	OR	1	AND	1
3	1	AND	1	“	1
9	1	“	2	“	1
12	2	“	2	“	1
15	2	“	3	“	1
18	2	“	4	“	1
21	3	“	4	“	2
24	3	AND	5	“	2
27	3	“	6	“	2
30	4	“	6	“	2
33	4	“	7	“	2
36	4	“	8	“	2
39	5	“	8	“	2
42	5	AND	9	“	2
45	5	“	10	“	2
48	6	“	10	“	3
51	6	“	11	“	3
54	6	“	12	“	3
57	7	AND	12	“	3
60	7	“	13	“	3
63	7	“	14	“	3
66	8	“	14	“	3
69	8	“	15	“	3
72	8	AND	16	“	3

For each additional three (3) journeymen employed above seventy-two (72), the Employer will be entitled to hire one (1) additional apprentice or preapprentice.

With seventy-two (72) journeymen or fewer, no individual contractor shall have a number of preapprentices that exceeds two (2) times the number of apprentices, provided apprentices are available.

After two years, a preapprentice becomes a classified worker at 3rd year level. The worker continues to progress through the standard classified rate process until they obtain the 75% level.

**ADDENDUM XIII
CODE OF EXCELLENCE**

It is agreed that the “CODE OF EXCELLENCE” Policy as written and approved by the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) has been adopted, in order to demonstrate and showcase the skills and professionalism of SMART members.

**ADDENDUM XIV
ARCHITECTURAL ADDENDUM**

It is agreed that the “Architectural Addendum” as written and approved by the Roofing Contractors Association of Central Indiana, Inc., must be signed by individual Contractors, in order to be put into effect by the signatory Contractor.

**ADDENDUM XV
INDUSTRIAL / MANUFACTURING ADDENDUM**

It is agreed that the “Industrial / Manufacturing Addendum” as written and approved by the Sheet Metal Contractors Association of Central Indiana, Inc., must be signed by individual Contractors, in order to be put into effect by the signatory Contractor.

**ADDENDUM XVI
SERVICE AND RESIDENTIAL ADDENDUM**

It is agreed that the “Service and Residential Addendum” as written and approved by the Sheet Metal Contractors Association of Central Indiana, Inc., must be signed by individual Contractors, in order to be put into effect by the signatory Contractor.