

A G R E E M E N T

Between

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL
AND TRANSPORTATION WORKERS,
LOCAL 45**

and

**SHEET METAL CONTRACTORS LABOR
RELATIONS COUNCIL OF IOWA, INC.,
CENTRAL IOWA CHAPTER**

Effective June 1, 2024

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INDEX

	PAGE
Article 1 Scope of Work	4
Article 2 Subcontracting	5
Article 3 Specified Items	5
Article 4 Furnishing Sheet Metal Worker	5
Article 5 Union Membership	5
Article 6 Work Day	6
Article 7 Transportation	7
Article 8 Wages.....	8
Article 9 Hand Tools	15
Article 10 Grievances.....	15
Article 11 J.A.T.C., Apprentices, Wage Scale.....	19
Article 12 Upgrade and Safety Training	22
Article 13 Preapprentices.....	22
Article 14 Classified Workers	23
Article 15 Labor-Management	24
Article 16 Discrimination	24
Article 17 Length of Agreement	24
Article 18 Union Scope	26
Article 19 Holidays	26
Article 20 Shift Work	27
Article 21 Travel & Subsistence.....	27
Article 22 Journeyman Wages.....	28
Article 23 Health & Welfare	29
Article 24 National Pension & Local Retirement Fund.....	29
Article 25 Individual Savings Accounts/Vacation Accounts.....	30
Article 26 Foreman’s Pay	31
Article 27 High Time	31
Article 28 Bonding Provision	32
Article 29 Credit Union	32
Article 30 Parking	33
Article 31 Injury Pay	33
Article 32 Contributions to Funds	34
Article 33 Accumulated Funding Deficiency	34
Article 34 SMCI Industry/Safety Training Fund	35
Article 35 Work Break/Coffee Break	35
Article 36 Local Training Fund	36
Article 37 Tools, Safety Equipment, & Safety Certification	36
Article 38 Responsibility of Contractor & Union Under Article 10, SFUA.....	37
Article 39 Changes to SFUA	37
Article 40 Employee Lay-off/Termination	38
Article 41 Shop Steward	38
Article 42 Picket Lines	38
Article 43 Compliance with Laws	39

Article 44	Established Shop	39
Article 45	Resolution 78 Projects	39
Article 46	Responsibility of Negotiators	41
Article 47	Political Action League	41
Article 48	Industry Equality Fund.....	41
Article 49	Integrity Clause	41
Article 50	Recognition Language	42
Article 51	Working Day Addendum to Article 6	42
Article 52	Local 45 Scholarship Fund.....	43
Article 53	Union Dues Check-Off	43
Article 54	Favored Nation Clause/Industry Savings Clause	43
Article 55	Training/Industry/Safety Funds Option	44
Article 56	Drug/Alcohol Program	44
	Signature Page	44
	Travel Zones	47

STANDARD FORM OF UNION AGREEMENT

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

(As Amended)

Agreement entered into this 1st day of June 2024 by and between Sheet Metal Contractors Labor Relations Council of Iowa, Inc., Central Iowa Chapter, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union 45 of International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART), hereinafter referred to as the Union for the Central Iowa counties specified in Article 18. (For owner/member bargaining unit employees, see Article 24, Section 1d).

ARTICLE I (1)
Scope of Work

Section 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous 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 International Association of Sheet Metal, Air, Rail and Transportation Workers.

Section 2. C.A.D.-C.A.M. Language

C.A.D.: When used for shop fabrication drawings, C.A.D. will be operated by a journeyman or apprentice sheet metal worker. (See Article 14)

C.A.M.: (Plasma cutter) will be operated by a journeyman or apprentice sheet metal worker, including computer downloading. (See Article 14)

ARTICLE II (2)
Subcontracting

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

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

ARTICLE III (3)
Specified Items

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

ARTICLE IV (4)
Furnishing Sheet Metal Workers

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

ARTICLE V (5)
Union Membership

Section 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such employees on the

same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the Union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

Section 5. Union Dues Check-off (see Article 53)

ARTICLE VI (6) Work Day

Section 1. The regular working day shall consist to eight (8) hours labor in the shop or on the job between six (6) a.m. and four (4) 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. If mutually agreed between Employer and Union, an optional "regular work week" of four (4) ten (10) hour days (Monday –

Thursday or Tuesday – Friday) may be adopted in the field. Starting and quitting times of the regular workday may be changed in the shop and the field by mutual agreement of the Union and the Employer if approved by sixty percent (60%) of the employees affected. Field employees shall abide by regular shop hours when working in shop.

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 Sections 4, 5, 6, 7 and 8 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be at one and one-half times the regular rate for the first two (2) hours each day with double time to apply thereafter.

Make-up day (see Article 51, Section 2)

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 and Christmas Day (see Article 19) or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: two (2) times the regular rate except as in Sections 5, 6, and 7 below.

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

Section 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement (see Articles 20). 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.

Section 5. Overtime rate on service work (see Article 51, Section 1)

Section 6. Overtime on Saturday (see Article 51, Section 3)

Section 7. Paid holidays (see Article 19, Section 2)

ARTICLE VII (7) Transportation

Section 1. When employed in a shop or on a job within the limits of travel (see Article 21), employees shall be governed by the regular working hours specified herein

and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

Section 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto. If an employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally. (See Article 21)

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

ARTICLE VIII (8) Wages

Section 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be (see Articles 22 and 45) per hour, except as hereinafter specified in Section 2 of this Article.

Section 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen, 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 International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures

5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings.

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

Section 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, preapprentices, 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 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, he 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 that 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 covering the area, then the minimum conditions of the home local union shall apply.

Section 7. In applying the provisions of Sections 2, 5 and 6 of this Article 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

Section 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare 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 by check or electronic transfer/direct deposit (if offered by the Employer) before quitting time on Friday of each week; and no more than three (3) day's pay will be withheld. However, employees when discharged shall be paid in full at the time of discharge with payment method at employee option within twenty four (24) hours. Those employees who do not use electronic transfer/direct deposit will have their checks delivered by mail or alternatively an employer shall make paychecks and/or itemized pay accounting available for employees to pick up at the employer's principal place of business on employee's own time. No employee will be discriminated against for the method of payroll procedure selected.

Section 10. Journeymen, apprentices, preapprentices 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 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

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

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify SMART of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on 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 twelfth (12th) day of the succeeding month and shall be remitted to IFUS through Sheet Metal Contractors of Iowa, Inc., 1454 30th, Suite 201, West Des Moines, Iowa 50266.

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) day's notice to the other party, submit the issue to final and binding arbitration. The arbitrator shall be selected by the co-chairmen of the National Joint Adjustment Board. The arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Article 8, Section 12), 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 and 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 SMCI Industry/Safety Training Fund, the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on 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 twelfth (12th) day of the succeeding month.

(c). The SMCI Industry/Safety Training 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 SMCI Industry/Safety Training 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 SMCI Industry/Safety Training 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 SMCI Industry/Safety Training Fund monies to which an Employer shall contribute for purpose prohibited under Section 13 (a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the SMCI Industry/Safety Training 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 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 the agreement.

Section 15. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute (iTi) for the Sheet Metal and Air Conditioning Industry the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the twelfth (12th) 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 the National Benefits Funds secure Internet Payment System (IPS) at www.smwnbf.org.

Effective as of the date of this Agreement, the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the twelfth (12th) day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for purposes of collection and transmittal electronically through the National Benefits Funds secure Internet Payment System (IPS) at www.smwnbf.org. NOTE: If NEMIC becomes a non-mandatory SMART contribution, then the contribution transfers automatically to the Local Training Fund.

Effective as of the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement 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 twelfth (12th) 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 the National Benefits Funds secure Internet Payment System (IPS) at www.smwnbf.org.

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

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

Section 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within five (5) 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 (see Article 28). The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds if locally agreed.

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

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of six (6) consecutive months.

SECTION 18(a). (See Article 33 and Article 24, Section 3) The Employer and the Union understand that the Sheet Metal Workers' National Pension Fund (NPF) has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

The parties agree that any 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 pension fund that has issued that schedule. (See Article 33)

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with 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 schedules are a part, as modified or amended from time-to-time.

(b). Effective June 1, 2008 the Union adopts the 2008 Alternate Funding schedule and any future alternative schedule issued by the National Pension Plan.

ARTICLE IX (9) Hand Tools

Section 1. Journeymen, apprentices, preapprentices, and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. (See Article 37)

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

ARTICLE X (10) Grievances

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

Section 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local 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 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. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

Section 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of paragraph 1 of this Section, 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, 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 through set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

**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 22022-0956, or 4201 LaFayette Center Drive, Chantilly, VA 22021-1219.*

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

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

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

Section 8. (See Section 12 for NJAB decision dated June 22, 1994) 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 to 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, telegram or telephone notification.

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

Section 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the

National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

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

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

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

Section 12. Article X, Section 8 will be deleted but shall be available by mutual consent of the parties per the NJAB decision dated June 22, 1994.

ARTICLE XI (11) JATC, Apprentices, Wage Scale

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 Sheet Metal Contractors Labor Relations Council of Iowa, Inc., Central Iowa Chapter, 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 Training Committee. (Also see Article 11, Section 9)

Section 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the iTi and 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 iTi and a Local JATC. Therefore, the trustees of the iTi and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the Union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all iTi and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing iTi 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 that each Employer will be entitled to one (1) Apprentice. Thereafter, the Employer will be entitled to one (1) Apprentice for each three (3) Journeymen employed. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an Apprentice on layoff for lack of work.

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

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

First year ----- 55%
Second year ----- 60%
Third year ----- 65%
Fourth year ----- First half 70% - Second half 75%
Fifth year ----- First half 80% - Second half 85%

Section 7. The parties will establish on a local basis the SMART Youth-to-Youth program (the Local 45 OPF program) and the procedures to enable all apprentices to

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

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

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

Section 9. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen. (Also see Article 11, Section 2)

APPRENTICES – Effective June 1, 2024

BASE WAGE	VACA-TION	OPF/CO/HYBF	CIF	TAX-ABLE	ANNU-ITY	HEALTH INS	PEN-SION	ITi/OHI LSF	LTF	TOTAL PKG
1 st year – 55%										
21.49	.60	.34/.09	.20	22.72	0.00	10.40	5.12	.17/.01	.81	39.23
2 nd year – 60%										
23.41	.75	.34/.09	.20	24.79	2.50	10.40	5.59	.17/.01	.81	44.27
3 rd year-65%										
25.37	.85	.34/.09	.20	26.85	2.50	10.40	6.05	.17/.01	.81	46.79
4 th year-1 st 6 mo-70%										
27.34	.95	.34/.09	.20	28.92	2.50	10.40	6.52	.17/.01	.81	49.33
4 th year 2 nd 6 mo-75%										
29.35	1.00	.34/.09	.20	30.98	2.50	10.40	6.98	.17/.01	.81	51.85
5 th year 1 st 6 mo-80%										
31.37	1.05	.34/.09	.20	33.05	2.50	10.40	7.45	.17/.01	.81	54.39
5 th year 2 nd 6 mo- 85%										
33.38	1.10	.34/.09	.20	35.11	2.50	10.40	7.91	.17/.01	.81	56.91

Effective June 1, 2025 – (Wages based on June 1, 2025, journeyman wage.)

Effective June 1, 2026 – (Wages based on June 1, 2026, journeyman wage.)

Section 10. Apprentice base wages will always be equal to or greater than wages of the preapprentices.

Section 11. Beginning in January 1, 2018, all fifth-year apprentices must obtain a state mechanical or sheet metal license before receiving the journeyman rate increase.

ARTICLE XII (12)
Upgrade and Safety Training

Section 1. Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time. Other training required by the employer for a project shall be at the employer's expense, including wages.

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

Section 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated, reasonable suspicion, post-accident and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis. (See Article 56)

ARTICLE XIII (13)
Preapprentices

Section 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis that each Employer will be entitled to one (1) preapprentice. Thereafter, the Employer will be entitled to one (1) preapprentice for each three (3) journeymen employed.

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 test the preapprentices at the end of their first year of employment. No preapprentice shall be retained beyond one (1) year unless he has successfully met the minimum testing standards set by the Joint Apprenticeship and Training Committee. Any preapprentice not meeting the standards shall be discharged at the end of the next pay period. Any preapprentice

failing to apply and complete the apprenticeship application process shall be discharged at the end of the next pay period.

The wage scale for preapprentices shall be fifty percent (50%) of the journeyman taxable wage rate. Optional health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

PREAPPRENTICE RATE – Effective June 1, 2024

BASE WAGE	OPF/CO/HYBF	C I F	TAXABLE	(optional) HEALTH INS	PEN-SION	iTi/OHI	LTF	TOTAL PACKAGE
20.17	.20/.09	.20	20.66	.00	.00	.17	.20	21.03
				OR				
20.17	.20/.09	.20	20.66	.00	.47**	.17	.20	21.50

****after 90 days employment**

Effective June 1, 2025 – (Wages based on June 1, 2025, journeyman wage.)

Effective June 1, 2026 – (Wages based on June 1, 2026, journeyman wage.)

Pension contributions will be paid on all hours worked beginning with the first payroll period after ninety (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.

**ARTICLE XIV (14)
Classified Workers**

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, except they cannot operate CAD/CAM machinery, and will work under the direct supervision of a journeyman. The taxable wage rate for classified workers will be not less than forty percent (40%) of the journeyman taxable wage rate. They will not be covered

by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate. Contractors agree to report wages for Union calculations of dues and fees.

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.

CLASSIFIED WORKER WAGES – Effective June 1, 2024

BASE WAGE	VACATION	C I F	OPF/CO/HYBF	TAXABLE	PENSION	iTi/OHI	TOTAL PACKAGE
15.34	.55	.20	.34/.09	16.52	3.72	.17	20.41

Effective June 1, 2025 – (Wages based on June 1, 2025, journeyman wage.)

Effective June 1, 2026 – (Wages based on June 1, 2026, journeyman wage.)

ARTICLE XV (15)
Labor-Management

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

ARTICLE XVI (16)
Discrimination

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

ARTICLE XVII (17)
Length of Agreement

Section 1. This Agreement and Addenda Articles 18 through 56 attached hereto shall become effective on the 1st day of June 2024 and remain in full force and effect until the 31st day of May 2027 and shall continue in force from year to year thereafter unless

written notice of reopening is given not less than sixty (60) 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.

Section 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article 10, Section 8 of this Agreement.

Section 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue. (See Article 39)

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

Section 5. The parties agree that each Employer signatory to or otherwise bound by the terms of this Agreement will hereafter either be a bargaining group member or supporting member of the Sheet Metal Contractors Labor Relations Council of Iowa. By execution of the Agreement, the bargaining group members authorize Sheet Metal Contractors Labor Relations Council of Iowa, Central Iowa Chapter to act as its collective bargaining representative for all matters relating to this Agreement unless and until this authorization is withdrawn by written notice to the Union and the Council at least one hundred and fifty (150) days prior to the then current expiration date of the Agreement.

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

ADDENDUM TO STANDARD FORM OF UNION AGREEMENT A-08-11
(As Amended)

Listed below are the supplemental contract conditions which are an integral part of the above-referenced Standard Form and supersede all contrary provisions thereof.

ARTICLE 18
Union Scope

Section 1. The Union hereunder is recognized as the exclusive bargaining agent of all sheet metal worker employees of the Employers hereunder within an area which includes the following counties in Iowa; Adair, Appanoose, Black Hawk, Boone, Bremer, Buchanan, Butler, Calhoun, Cerro Gordo, Chickasaw, Clarke, Dallas, Decatur, Fayette, Floyd, Franklin, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Howard, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Mitchell, Monroe, Polk, Poweshiek, Ringgold, Story, Tama, Union, Warren, Wayne, Webster, Winnebago, Winneshiek, Worth and Wright.

ARTICLE 19
Holidays

Section 1. If holidays listed in Article 6, Section 2, fall on Saturday, Friday before shall be considered as the holiday. If any of the holidays fall on a Sunday, then the following Monday shall be considered as the holiday.

Section 2. Employees will be paid eight (8) hours straight time (based on taxable wage) for Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (starting in 2025). These hours are not subject to any benefit contributions. Any work performed on such paid holidays shall be paid at straight time in addition to the eight (8) hours straight time paid for the holidays. Holiday pay will be paid on hours worked on observed holidays only.

ARTICLE 20
Shift Work

Section 1. Shift work shall be as follows:

Shift work may be done where a minimum of three (3) consecutive nights is required and a minimum of two (2) men, and in such cases the following rate shall apply:

	<u>Work Hours</u>	<u>Hours Pay</u>
1. Daylight Shift	8	8
2. Second Shift*	8	8 plus 10%
3. Second Shift – Competitive Projects and TAB	8	8
4. Third Shift**	8	8 plus 15%

* Second shift is defined as a start time at or after 4:00 pm

**Third shift is defined as a start time at or after 11:00 p.m.

ARTICLE 21
Travel & Subsistence

Section 1. When employed in a shop or on a job within the limits of a forty (40) mile radius of the center of Des Moines, 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 the working hours.

Section 2. Employees working within a forty (40) mile radius from the center of the town or city of the Employer's primary place of business shall not be allowed any traveling allowance or car expense. In addition, there will be a thirty (30) mile free radius around job sites. Persons living within that thirty (30) mile radius will not receive travel allowances under this Article.

Section 3. Employees driving their own car outside the forty (40) mile radius will be paid the IRS allowable rate (see Article 32, Section 1 for automatic implementation) for use of their vehicle plus corresponding zone pay. Mileage pay will start outside the forty (40) mile free zone. At no time shall said vehicle be used as a dray.

Section 4. Employees working within a forty (40) mile radius from the center of Des Moines shall not be allowed any traveling allowance or car expense. Said area shall be known as a free zone.

(a). Employees working outside of the free zone shall receive the following:

- Fifteen dollars (\$15.00) for travel between forty (40) and fifty (50) miles.
- Seventeen dollars (\$17.00) for travel between fifty (50) and sixty (60) miles.

(b). If the city limits of any town lies within any said zone, the complete town is considered in the lower zone. Car mileage shall be as stated in Article 21, Section 3, or in lieu of such the contractor shall provide transportation.

(c). See appendix for cities and towns zone listings.

(d). The provisions of this Article shall be applicable only to those employees who actually travel.

Section 5. Employees sent to work outside the sixty (60) mile radius of the center of Des Moines shall receive one hundred dollars (\$100) a day travel expenses, or more as mutually agreed to and shall be paid weekly.

Miles shall be figured from the Federal Building in Des Moines.

Section 6. Employees sent to work outside the Local 45 jurisdiction shall receive actual expenses incurred plus fair reimbursement for travel time at a rate no less than the employee's straight time base rate of pay.

Section 7. Employees shall not be required to travel other than by coach public transportation or by automobile. Employees shall not be required to travel by air if it is personally objectionable to them.

ARTICLE 22 Journeyman Wages

(For Resolution 78 Work, see Article 45)

Section 1. The present wage package for journeymen sheet metal workers shall be as follows:

JOURNEYMAN WAGES - Effective June 1, 2024–

BASE WAGE	VACA-TION	OPF/CO/MAF	CIF	TAX-ABLE	ANNU-ITY	HEALTH INS	PEN-SION	iTi/OHI/LSF	LTF	TOTAL PKG
39.38	1.30	.34/.09	.20	41.31	3.00	10.40	9.31	.17/.02/.01	.81	65.01

Effective June 1, 2025 - \$2.40 increase

Effective June 1, 2026 - \$2.60 increase

Of the fifteen cents (\$.15) to the iTi, twelve cents (\$.12) goes to the iTi and three cents (\$.03) goes to the National Energy Management Institute Committee (NEMIC). (See Article 8, Section 15 regarding NEMIC contribution)

Section 1(a). Overtime will be based on taxable wage.

EXAMPLE:

straight time	- taxable wage	\$ 41.31
1 ½	- taxable wage	61.97
double time	- taxable wage	82.62

ARTICLE 23 Health & Welfare

Section 1. The Employers shall each pay into the Central Iowa Sheet Metal Workers Health Fund the sum of \$10.40 per hour for each hour worked by all employees* Said payments shall be subject to the provisions and conditions of said Central Iowa Sheet Metal Workers Health Fund now in existence.

**For Classified Worker exclusion see Article 14. For preapprentice option see Article 13.*

Section 2. The Trustees/Union may at any time during the term of this Agreement modify the Health and Welfare contribution rate and pay for same out of its total package (implementation as per Article 32, Section 1).

ARTICLE 24 National Pension and Local Retirement Plans (including 401K)

Section 1. The Employers shall each pay into the Sheet Metal Workers' National Pension Fund the sum of \$9.31 per hour for each hour worked by all employees* hereunder during the period covered by this Agreement. Said payments shall be subject to the provisions and conditions of said Sheet Metal Workers' National Pension Fund now in existence and as locally modified.

**Exceptions:*

(a). Preapprentices: Employers shall make contributions on behalf of preapprentices (after 90 days employment) into the Sheet Metal Workers' National Pension Fund. (see Article 13)

(b). Classified Workers: Employers shall each pay into the Sheet Metal Workers' National Pension Fund the sum of \$3.72 per hour for each hour worked by all classified workers.

(c). Apprentices: Employers shall each pay into the Sheet Metal Workers' National Pension Fund a contribution based on the same percentage as apprentice percentage per

hour for each hour worked by all apprentices. (For example: Pension contribution for 55% apprentice would be 55% of journeyman pension [55% of 9.31 = \$5.12]).

(d). Owner/Member – For Pension Purposes Only (not applicable for other fringes): Bargaining unit employees hereunder shall include Owner/Members, i.e. employees of incorporated Employers who: (a) are officers, directors, or majority stockholders of an incorporated Employer; (b) perform work covered by the terms of this Agreement; and (c) are listed on the Registration statement filed with the Sheet Metal Workers’ National Pension Fund. Contributions on behalf of Owner/Members shall be made to the National Pension Fund for all hours worked for which the Owner/Member is paid or entitled to payment. In any event, however, the Employer will contribute on the basis of the greater of all hours paid or the minimum number needed to maintain health and welfare plan eligibility but in no event shall the hours be less than 1,680 per year.

Section 2. Employers shall each pay into the Central Iowa Sheet Metal Workers Supplemental Retirement Fund the sum of \$3.00 per hour for each hour worked by all journeymen and \$2.50 per hour for each hour worked by all 2nd, 3rd, 4th, and 5th year apprentices (excluding preapprentices, classified workers and first-year apprentices) hereunder during the period covered by this Agreement. Said payments shall be subject to the provisions and conditions of said Central Iowa Sheet Metal Workers Supplemental Retirement Fund now in existence.

For any employee that has entered into an elective deferral agreement with the Employer, the Employer agrees to deduct the amount stated in such agreement (not less than \$.50 and up to the annual maximum established by the IRS, which is \$23,000 for 2024. There are also additional “catchup contributions” of up to \$7,500 which are allowed if you are age 50 or older during the 2024 calendar year) and contribute the amount deducted to the 401K on behalf of such employee.

Section 3. Trustees/Union may at any time during the term of this Agreement modify the Pension contribution rate and pay for same out of its total package (implementation as per Article 32, Section 1).

ARTICLE 25 Individual Savings Accounts/Vacation Accounts

Section 1. Each Employer working under this contract agrees to withhold the current vacation rate for each hour worked by journeymen sheet metal workers covered under this collective bargaining agreement, and to remit the amounts withheld to the Union’s choice of financial institutions which will be forwarded to individual savings accounts held at Journey Credit Union, Des Moines, Iowa. It is further agreed that each employee may request his Employer to withhold an additional amount for remittance to the employee’s individual savings account. That amount shall be declared prior to the beginning of a credit year (December 1), and the amount of that deduction may not be changed except at the beginning of each credit year. Such deductions shall be in even

amounts, and preferably whole dollar amounts. Each journeyman may make withdrawals from his individual savings account at any time.

Section 2. For each apprentice the current vacation rate shall be withheld by the Employers and remitted to the Union's financial institution of choice, which will be forwarded to individual savings accounts held at Journey Credit Union, Des Moines, Iowa. The apprentice may request his Employer to withhold an additional amount for remittance to the apprentice's individual savings account as provided in Section 1. Each apprentice may make withdrawals from his individual savings account at any time.

Section 3. A first-year apprentice can decide whether or not he wants contributions to his individual savings account withheld from his check. This is acceptable once per year.

ARTICLE 26 Foremen's Pay

Section 1. All foremen and general foremen shall be practical mechanics of the trade of the men over whom they are foremen and shall be paid in the following amounts: There shall be one (1) foreman on each field project where three (3) or more full-time sixteen (16) hours employees are employed, and he shall be paid 3.5% of the total wage package (see Article 22) per hour above the basic wage rate, and in addition, there shall be one (1) general foreman on each field project where twelve (12) or more employees are employed at seven percent (7%) of the total wage package (see Article 22) per hour above the basic wage rate. Thereafter, one (1) foreman at three and a half percent (3.5%) of the total wage package (see Article 22) per hour above the basic wage rate shall be required for each additional eight (8) employees.

Designated shop foremen shall receive three and a half percent (3.5%) of the total wage package (see Article 22) per hour above the basic wage rate, and the general shop foremen shall receive seven percent (7%) of the total wage package (see Article 22) per hour above the basic wage rate.

ARTICLE 27 High Time

Section 1. Work performed on any swinging stage, swing seat or cable supported basket shall be paid at the current applicable wage rate plus two dollars (\$2.00) per hour for all employees covered by this Agreement.

ARTICLE 28
Bonding Provision

Section 1. It is further agreed that the Employer and all other Employers signatory to this Agreement shall provide a bond equal to seventy five percent (75%) of the average monthly contributions, but in no case less than forty thousand (\$40,000.00), to guarantee payment of all monies due each fund. Proof of these bonds shall be presented to the trustees of the local union no later than thirty (30) days after the effective date of this Agreement and shall be presented again at each renewal date. Each bond amount shall be based on the number of employees and the amount of contributions made by the Employer as of the last working day of each contract year.

Section 2. All contractors shall provide proof of bond prior to hiring any member of the local.

ARTICLE 29
Credit Union

Section 1. Each Employer agrees to make deductions for each employee who authorizes such deductions and to remit same to the Journey Credit Union for the purpose of crediting it to the employee's account. This shall be done only with the following provisions:

(a). The employee will make such arrangements with the Credit Union, and the Credit Union shall duly notify his Employer.

(b). Any termination of such arrangements shall be made through the Credit Union which shall duly notify the Employer.

(c). The Employer assumes no responsibility for the cessation of these deductions but will act only upon certification by the Credit Union.

Section 2. When the Employer is late in sending Journey Credit Union deductions for savings, they shall be penalized at the rate of .026 per dollar for that month. Example: \$125.00 deduction x .026 = \$3.25 penalty.

Section 3. When the Employer is late in sending Journey Credit Union deductions for loan payments, they shall be penalized according to added interest paid on loan by members at a rate of .032877 per \$1.00 per day.

Example: 3 weeks late = \$2,000.00 loan
 .6576 per day
 21 days
 \$ 13.81 added interest

ARTICLE 30
Parking

Section 1. All journeymen, apprentices, preapprentices, and classified sheet metal workers who are assigned to work on a job within the boundaries described in Section 2 of this Article shall be reimbursed at actual expenses per day for each day they drive a vehicle to and from the job site and park said vehicle in any parking lot, garage, ramp or any other recognized parking facility which charges a fee for the use of such facility. This does not include those parking lots which utilize parking meters for collecting parking charges and which would require the employee to absent himself from the job site at any time. Receipts are required for reimbursement.

Section 2. If free parking is not available within a two-block area in any direction, excluding the job site block, employees shall be allowed to park at a site which charges for such parking as described in Section 1.

ARTICLE 31
Injury Pay

Section 1. Employees who are injured when at work and require medical treatment for such injury shall be allowed compensation as follows:

When injury occurs between 8:00 a.m. and 10:00 a.m.	Four (4) hours pay;
When injury occurs between 10:00 a.m. and 12:00 noon	Six (6) hours pay;
When injury occurs between 12:30 p.m. and 2:30 p.m.	Eight (8) hours pay;
When injury occurs between 2:30 p.m. and 4:30 p.m.	Ten (10) hours pay.

If any employee returns to work the same day as the injury, he will not be paid more than eight (8) hours.

Section 2. Employees who are injured when at work and are required to return to the doctor for treatment during the working day will be paid for a maximum of one (1) hour for each trip.

Section 3. All contractors must carry Workmen's Compensation Insurance, regardless of the number of men employed.

Section 4. When an individual is injured on the job, he is to be accompanied to a doctor's office or hospital by another person if transportation is by private or company vehicle. If the person accompanying the individual is a member of Local 45, that person

shall receive compensation of actual time, not to exceed two (2) hours. This article also applies to shift work, overtime, holidays, Saturdays and Sundays.

ARTICLE 32 Contributions to Funds

Section 1. The Employers agree that upon a thirty (30) day notice by the Sheet Metal Workers Local 45, prior to June 1 of any year covered by this Agreement, to deduct an amount from the raises and pay said amount into the below mentioned funds as may be designated by the notice. Modification to the total package allocations as stated in contract may be made effective only on January 1 and June 1 of any year covered by this Agreement.

Section 2. It is agreed that all contributions made by the Employer to the following funds: Central Iowa Sheet Metal Workers Health Fund, Sheet Metal Workers' National Pension Fund, SMC I Industry/Safety Training Fund, Industry Fund of the United States, SASMI (if adopted by the Union), Annuity Fund, 401K, International Training Institute, National Energy Management Institute Committee, Local Training Fund, , Sheet Metal Occupational Health Institute Trust, Industry Equality Fund, Local 45 Scholarship Fund, Union Dues Check-Off, and all voluntary Credit Union deductions shall be paid monthly and shall be due on the twelfth (12th) day of each following month or the first business day after the twelfth (12th) if the twelfth (12th) falls on the weekend or a holiday.. If any Employer fails to make such payments within ten (10) days of due date, the contract shall be subject to review by the Local Joint Adjustment Board, and if approved by them, considered null and void until said Employer has paid full amount due plus an additional fifteen percent (15%) penalty. If it becomes necessary to sue any Employer for these funds, the entire court cost and all reasonable attorney fees and any other expenses incurred shall be paid by the said Employer in addition to the fifteen percent (15%) penalty.

If the Employer can show good cause for delay to the Local Joint Adjustment Board, the penalty provision shall be waived.

Section 3. If any Employer pays consistently late, said Employer shall, at the discretion of the Local Joint Adjustment Board, remit his contribution weekly, directly to the Union office which shall forward them to the respective funds.

Section 4. The Union may at any time during the term of this Agreement adopt SASMI and pay for same out of its total package (implementation as per Article 32, Section 1).

ARTICLE 33 Accumulated Funding Deficiency

Section 1. Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust under the provisions of the Pension

Reform Act of 1974, the parties agree to request the trustees of that particular trust to reduce the benefits in order to correct such underfunding providing, however, that if such reduction is not accepted by the trustees of such trust within thirty (30) days or would be inadequate to correct the underfunding, or is not approved by the Secretary of Labor, the parties hereto shall meet and arrive at an agreement for an immediate adjustment in order to correct such funding deficiency in such trust fund. In no event shall the total wage and benefit package be increased.

ARTICLE 34
SMCI Industry/Safety Training Fund
(See Articles 55 & 56)

Section 1. Employers bound to this Agreement shall pay to the Sheet Metal Contractors of Iowa Industry/Safety Training Fund up to one and one-tenth percent (1.1%) of the total wage package (this includes all employees covered by this Agreement: journeymen, apprentices, preapprentices, and classified workers...).

Section 2. The contribution to the SMCI Industry/Safety Training Fund provided for in SFUA Article 8, Section 13(b) shall be four cents (\$.04) per hour worked, and the SMCI Industry/Safety Training Fund shall allocate four cents (\$.04) per hour worked towards safety training.

Section 3. Payment shall be made monthly on or before the twelfth (12th) day of the succeeding month (see Article 32) and shall be remitted to SMCI Industry/Safety Training Fund.

Section 4. The trustees of the SMCI Industry/Safety Training Fund may lower or increase the amount of contribution to the SMCI Industry/Safety Training Fund (see Article 8, Section 13(b)). Any change in said contribution will be made by written notice to contributors and Local 45 ninety (90) days prior to said change.

ARTICLE 35
Work Break/Coffee Break

Section 1. There will be a ten (10) minute work break/coffee break allowed twice a day, the specific times being determined by the management (provided that the first break shall occur approximately the middle of the forenoon and the second break shall occur at approximately the middle of the afternoon). Similar breaks will apply to shift work.

ARTICLE 36
Local Training Fund

Section 1. Each Employer working under this Agreement agrees to pay into a Local Training Fund eighty-one cents (\$.81) per hour for each hour worked by employees (excluding preapprentices and classified workers) covered by this bargaining Agreement. This Local Training Fund shall be administered by a Joint Training Committee composed of six (6) members, three (3) of whom shall be selected by the Sheet Metal Contractors Labor Relations Council of Iowa, Central Iowa Chapter, and three (3) by the Union. If fund assets fall below twenty thousand dollars (\$20,000), the Union can reopen the Agreement for the sole purpose of negotiating the necessary increase in the Local Training Fund contribution rate.

Section 2. The Trustees/Union may at any time during the term of this Agreement modify the Local Training Fund contribution rate and pay for same out of its total package (implementation as per Article 32, Section 1).

ARTICLE 37
Tools, Safety Equipment, & Safety Certification

Section 1. Journeymen, apprentices, preapprentices, and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The hand tools will be limited to the following:

Hammers	Tri Square
Screw drivers	Dolly
Aviation Snips	Hack Saw Frame
Straight Snips	Whitney Punch – not exceeding 9 inches
Rule – Wooden, Folding	
Measuring Tape	Chalk Line
Pliers	Plumb Bob
Folders	Handcrimper
Set of Allen Wrenches – up to a maximum size of ¼ inch	Knife
Duct Pullers	Center Punch
Scratch Awls	Drift Pin
Vise Grips – two only	Tool Box or Tray
18 Inch Dividers	Crescent Wrench
Protractor	Cold Chisel

Section 2. The Employer shall furnish all safety equipment such as goggles, welding hoods, hard hats with liner where required by rules of Employer or safety laws, and such items, when furnished, shall be assigned to each employee; and that employee

will assume total responsibility for those items, including checking them back in when no longer required for use on the job on which he is presently assigned.

Section 3. Under the definition of “safety requirements” OSHA’s 10-hour certification card, CPR requirements, First-aid certification and other relevant safety training will be offered to a journeyman to keep the safety certification. Secondly, all apprentices will also receive the appropriate safety training during their apprenticeship schooling. (See Article 34)

Section 4. In addition to the above tools, employee will furnish ANSI steel toed boots or safety footwear where required. If employees are required to wear such footwear in plants or on job sites with unusually corrosive or dirty environments, such as tire manufacturing plants or meat packing plants, which would render the footwear unsuitable for other use, then the Employer shall either provided alternate footwear for use only in those plants, or reimburse the employee for the reasonable cost of reconditioning or replacement, at Employer’s option. At no time shall employees be required to furnish metatarsal protection or spark proof footwear at their own expense.

ARTICLE 38

Responsibility of Contractor and Union under Article 10, SFUA

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

ARTICLE 39

Changes to SFUA

Section 1. Should the Sheet Metal Workers International Association and the Sheet Metal and Air Conditioning Contractors National Association, Inc., agree to changes or alterations in the Standard Form of Union Agreement, these changes shall automatically be included and become part of this Agreement, provided, however, that the changes are not contrary to national or local laws, nor contrary to the specific provisions in this Addendum.

ARTICLE 40
Employee Lay-Off/Termination

Section 1. In the event that it is necessary to lay an employee off, the Employer shall notify the Business Manager or the Business Representative five (5) hours in advance of any lay-off and the employee given a minimum of one hour notice before lay-off. At the time of lay-off /termination, the Employer will furnish the Employee the Sheet Metal Contractors Labor Relations Employee Record. Within twenty four (24) hours, the Employer will furnish the Union, and Sheet Metal Contractors of Iowa with copies of the Sheet Metal Contractors Labor Relations Employee Record. Forms may be obtained from Sheet Metal Contractors of Iowa, 1454 30th St, Suite 201, West Des Moines, IA 50266, phone (515-223-6568).

ARTICLE 41
Shop Steward

Section 1. The Business Manager of the Union or his authorized representative may appoint a shop steward who shall be a working employee who shall in addition to his work as a journeyman be permitted to perform all necessary Union duties, including placing Union labels on all shop fabricated materials. The Union agrees that such duties will be performed as efficiently as possible. The local Union shall notify the Employer of the appointment of each steward.

Section 2. In the event that an Employer elects to dismiss an individual who has been duly appointed as a steward by the local Union, the Employer shall notify the Business Manager of his intent and at the close of the working day said employee shall be removed from the payroll. If the steward feels his dismissal is unjust or unwarranted, he must file a grievance with the Local Joint Adjustment Board within two (2) working days after dismissal, and the Local Joint Adjustment Board will convene within three (3) working days after said grievance is filed and a formal request is made to the Local Joint Adjustment Board.

If a decision is not reached at the local level, either party may proceed under the provisions of Article 10, SFUA.

ARTICLE 42
Picket Lines

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

ARTICLE 43
Compliance with Laws

Section 1. All parties signatory to this bargaining Agreement shall be required to comply with all Federal, State and Employer safety rules.

Section 2. The parties to this Agreement acknowledge that they are subject to State and Federal law regarding Equal Opportunity and Fair Employment and, therefore, will jointly comply with these laws to assure, within the scope of this Agreement, compliance with Equal Opportunity and Fair Employment Practice laws and agree that the employment, referral or selection of all employees shall be on the basis of qualification without regard to race, color, sex, religion, age, national origin, sexual orientation and ancestry.

Section 3. If any provision of this Agreement or the application of such provision to any person or circumstance be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

ARTICLE 44
Established Shop

Section 1. Employers signatory to this Agreement must establish and maintain a place of business with sheet metal fabrication facilities. This provision does not apply to sheet metal contractors who are primarily engaged in erection and installation of metal ceilings, metal buildings, metal decks, and/or wall panelings, metal toilet partitions, lockers, and shelving, or testing and balancing contractors or contractors signatory to an agreement with SMART, who have an established sheet metal fabrication shop and are entering the jurisdiction of Local 45 for erection or installation purposes only.

ARTICLE 45
Resolution 78 Projects

Section 1. In accordance with Resolution 78, when a project is competitive in nature, it is agreed that the wage/fringe package will be eighty percent (80%) of the journeyman's total package and will apply throughout the duration of each project that shall supersede those established herein so as to place a bidding contractor in a competitive position.

A competitive project is a job, whether inside or outside Local 45's jurisdiction, where a non-union contractor could capture it if Resolution 78 wages, hours and/or working conditions are not implemented.

All contractor decisions on wages, hours and working conditions shall be in writing.

The reduction in the wage rate determined above shall be spread among all Local 45 members and apprentices (except preapprentices) covered by this Agreement who are employed by the Employer within or outside the jurisdiction of Local 45 on the basis of hours worked on competitive projects.

The hours and rate reduction, if any, of Local 45 members who are employed by Employer outside the jurisdiction of Local 45 on competitive projects will also be spread in the same manner among all Local 45 members and apprentices (except preapprentices), regardless of whether such members or apprentices are working within or outside the jurisdiction of Local 45.

The Employer will provide weekly reports showing hours worked by each member and apprentice of Local 45 on competitive projects.

If the Employer employs apprentices on a competitive project, the amount of reduction shall only be that percent of the full reduction which is equal to the apprentices' percent of journeyman scale. (See Article 11, Section 6)

The ratio in the field will be one (1) preapprentice to one (1) journeyman. Such apprentices or preapprentices will be part of the ratios set forth in Articles 11 and 12.

If the contractor needs additional relief in the field, such relief will be at the sole discretion of the Business Manager.

The National Joint Adjustment Board retains jurisdiction with respect to Resolution 78 relief.

Contractors agree to show competitive and industrial hours per employee per job and full-scale hours per employee with no breakdown by job.

Any contractor found declaring the wrong rate for a job, that contractor will pay the full rate on that job.

Section 2. The wage package for journeymen sheet metal workers and apprentices for shop and field to apply throughout the duration of each Resolution 78 project bid during these time periods.

Section 3. Industrial work where there is nonunion competition shall be addressed under Resolution 78.

ARTICLE 46
Responsibility of Negotiators

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

ARTICLE 47
Political Action League

Section 1. Contractors agree to employees using vacation funds for Political Action League contributions. All paperwork and responsibility rests on the Union and the individual Union members for this voluntary contribution by the Union.

ARTICLE 48
Industry Equality Fund

Section 1. Employers signatory to or otherwise bound by the terms of this Agreement agree to support industry equality by paying dues to the Council equal to five cents (\$.05) per hour for each hour worked by each employee of the Employer (this includes all employees covered by this agreement: journeymen, apprentices, preapprentices, and classified workers...).

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

ARTICLE 49
Integrity Clause

Section 1. A “bad-faith employer” for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner’s control, has ownership interests (other than a noncontrolling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours, and working conditions are

inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers, 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-subsiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers, AFL-CIO in that area.

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

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

ARTICLE 50 Recognition Language

Section 1. The Employer party hereto, after reviewing evidence provided by the Union that a majority of the Employer’s employees desire to be represented by the Union, hereby grants voluntary recognition to the Union.

ARTICLE 51 Working Day Addendum to Article 6

Section 1. The overtime rate on service work shall be at the rate of one and one-half times the regular rate of pay, except double time shall be paid on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after

Thanksgiving Day, Christmas Day, and days celebrated as such. (See Article 19, Section 2 regarding Memorial Day, Labor Day and Thanksgiving Day)

Section 2. Make-up day – Saturday (voluntary) at straight time on architectural work only, not to exceed forty (40) hours per week and no holidays. Plus holiday falling on a work day shall not be made up. The Union hall shall be notified of people and time to be made up.

Section 3. Saturday overtime shall be at the rate of time and one-half for any Saturday overtime worked during the first eight hours of the workday between the hours of 7:00 a.m. to 4:30 p.m.

ARTICLE 52 Local 45 Scholarship Fund

Section 1. The Employers shall each pay into the Local 45 Scholarship Fund c/o Central Iowa Sheet Metal Workers Training Fund the sum of one cent (\$.01) per hour for each hour worked by all employees (excluding preapprentices and classified workers) hereunder during the period covered by this Agreement. Said payments shall be subject to the provisions and conditions of said Local 45 Scholarship Fund c/o Central Iowa Sheet Metal Workers Training Fund now in existence.

ARTICLE 53 Union Dues Check-Off

Section 1. The Employer agrees to deduct labor organization dues, charges, fees, contributions, and assessments from the wages of any employee covered by the Agreement if the Employer has first been presented with an individual written order therefore, signed by the employee in the manner set forth in the Code of Iowa, which written order shall be enforceable for the period of one year or the term of the contract, whichever occurs first. The employee shall give at least thirty (30) days advance written notice of such termination to the Employer in advance of the contract date or the expiration of the year period, or the employee's dues deduction shall be deemed to automatically renew.

ARTICLE 54 Modified Favored Nation Clause/Industry Savings Clause

Section 1. The NJAB Board retains jurisdiction to determine any issue that may arise in the event that other contractors adopt portions but not all of the provisions of this Agreement. (*Effective with the NJAB decision of 6-22-94.*)

ARTICLE 55
Training/Industry/Safety Funds Option

In lieu of SMCI Industry/Safety Training Fund, and the Industry Fund of the United States, an equal amount of money will be contributed to the Local Training Fund.

Each employee bound by or working under this Agreement shall pay an aggregate amount of \$1.32* for each hour worked by all employees (including preapprentices and classified workers) covered by this Agreement, to be allocated by the Employer among the following funds:

SMCI Industry/Safety Training Fund	\$.36
Industry Fund of the United States	.15
Local Training Fund	<u>.81</u>
	\$1.32

The Employer members of Sheet Metal Contractors Labor Relations Council of Iowa, Central Iowa Chapter, shall, by majority vote, determine a single allocation binding on all such members. Allocations shall remain in effect for one year from the effective date of this Agreement, and shall remain in effect throughout the term of this Agreement unless the Employer proposes a different allocation at least one hundred and fifty (150) days prior to any anniversary date.

ARTICLE 56
Drug/Alcohol Program

A drug and alcohol program has been adopted effective September 1, 2001, a copy of which is on file at the SMART Local 45 office and the Central Iowa SMCI office.

Effective January 1, 2007, a random drug testing program will be added to the above drug and alcohol program.

In witness whereof, the parties hereto affix their signatures this _____ day of _____, 2024.

SHEET METAL
CONTRACTORS LABOR
RELATIONS COUNCIL OF
IOWA, CENTRAL IOWA
CHAPTER

LOCAL UNION 45 OF
INTERNATIONAL
ASSOCIATION OF SHEET
METAL, AIR, RAIL AND
TRANSPORTATION
WORKERS

Air-Con Mechanical

Andrew Bredeson
Local 45 Business Manager

All Iowa Mechanical

Jon Quijano
Local 45 Business Representative

Baker Group

Nedd Brown

Berglund Sheet Metal

Matt Courtney

Corn States Metal Fabricators

Larry Ferriss

Exterior Sheet Metal

Marick Mechanical

Mechanical Solutions

Modern

SME Mechanical

SystemWorks LLC

The Waldinger Corporation

Winona Heating and Ventilating

Wood Roofing Company

Kate Wierson – Sheet Metal Contractors of Iowa, Inc.

**OTHER CONTRACTORS NOT MEMBERS OF SHEET METAL
CONTRACTORS LABOR RELATIONS COUNCIL OF IOWA., CENTRAL
IOWA CHAPTER BARGAINING UNIT:**

Central Iowa Mechanical

Flow-Tech Solutions

Hussmann

Precision Test & Balance

Willis Sheet Metal

TRAVEL ZONES
(Article 21, Section 4 [c])
SHEET METAL WORKERS LOCAL 45
AREA BREAKDOWN
DES MOINES CONTRACTORS ONLY

Free Zone to 40 Miles

Adel	East Peru	Melbourne	Prairie City
Alleman	Elkhart	Melcher	Reasnor
Ames	Fernald	Middle River	Redfield
Ankeny	Flagler	Milo	Rhodes
Arbor Hill	Galesburg	Minburn	Rippey
Attica	Gilbert	Mingo	Roland
Avon	Granger	Mitchellville	Runnells
Barney	Grimes	Monroe	Sheldahl
Baxter	Hartford	Moran	Shipley
Berkley	Huxley	Nevada	Slater
Bondurant	Indianola	New Virginia	Spring Hill
Boone	Jamaica	Newbern	St. Charles
Booneville	Jamison	Newton	State Center
Bouton	Johnston	Norwalk	Stuart
Cambridge	Jordan	Oakley	Swan
Camp Dodge	Kelley	Ogden	Truro
Carlisle	Kellogg	Ontano	Valeria
Churchville	Kilduff	Oralabor	Van Cleve
Colfax	Knoxville	Osceola	Van Meter
Collins	Lacona	Otley	Vandalia
Colo	Liberty Center	Palmyra	Williamson
Columbia	Linden	Panora	Winterset
Cummings	Lorimor	Patterson	Woodburn
Dale	Lucas	Pella	Woodward
Dallas Center	Macksburg	Perry	Yale
DeSoto	Madrid	Pershing	
Dexter	Martensdale	Pleasantville	
Earlham	Maxwell	Polk City	

\$15.00, 40-50 Miles

Afton	Evans	Laurel	Pilot Mound
Bagley	Ferguson	Leighton	Randall
Bangor	Frazier	LeRoy	Russell
Boxholm	Garden City	Lovilia	St Anthony
Bridgeport	Gilman	Lynnville	Searsboro
Bussey	Grand Junction	Marietta	Stanhope
Casey	Greenfield	Marshalltown	Story City
Chariton	Grinnell	Marysville	Stratford
Clemons	Guthrie Center	Menlo	Sully
Cooper	Hamilton	Minerva	Tainter
Cricket	Harley	Monteith	Thayer
Dana	Haverhill	Murray	Tracy
Derby	Hebron	Newburg	Weldon
Dillon	Hopeville	New Sharon	Zearing
Dunbar	Jefferson	Orient	
Ellsworth	Jewell	Peoria	

\$17.00, 50-60 Miles

Adair	Coon Rapids	Harcourt	Montour
Albia	Corydon	Hiteman	Nevinville
Arispe	Creston	Hubbard	New Providence
Avery	Cromwell	Humeston	North Branch
Barn City	Dayton	Iconium	Oskaloosa
Bayard	Decatur	Kamrar	Paton
Beacon	Eddyville	Lacey	Radcliffe
Beaconsfield	Eldora	Lanyon	Scranton
Beaman	Ellston	Le Grand	Shannon City
Bernside	Ewart	Lehigh	Tama
Bethlehem	Farlin	Leon	Tingley
Bridgewater	Fontanelle	Liscomb	Toledo
Buckeye	Frederic	Malcom	Union
Cambria	Garden Grove	Melrose	Van Wert
Churdan	Garwin	Menlo	Webster City
Confidence	Gifford	Millerton	Whitten
Conrad	Grand River	Montezuma	