

AGREEMENT

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 (FORT DODGE AREA)

Effective July 1, 2021
Expires June 30, 2026

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STANDARD FORM OF UNION AGREEMENT

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

(As Amended)*

Agreement entered into as of this 1st day of July 2021 by and between Sheet Metal Contractors Labor Relations Council of Iowa, Inc., Central Iowa Chapter (Fort Dodge area), hereinafter referred to as the Employer, and Local Union No. 45 of the International Association of Sheet Metal, Air, Rail, and Transportation Workers, hereinafter referred to as the Union or SMART for the Central Iowa counties specified in Article 18.

ARTICLE 1

SCOPE OF WORK

Section 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the (a) manufacture, 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. CAD - CAM Language -

CAD: When used for shop fabrication drawings, CAD will be operated by a journeyman or apprentice sheet metal worker.

CAM: (Plasma cutter) will be operated by a journeyman or apprentice sheet metal worker, including computer downloading.

* 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.

ARTICLE 2

SUBCONTRACTING

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

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

ARTICLE 3

JURISDICTION OF WORK

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

ARTICLE 4

FURNISHING WORKERS

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

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

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

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

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

Section 5. The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail, and

Transportation Workers and the Local Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made. (See Iowa law: Article 39)

ARTICLE 6

WORK DAY HOURS

Section 1. (Monday - Friday) The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and four (4) p.m. unless modified in local negotiations 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 work day may be changed in the shop and the field by mutual agreement of the Union and the Employer if approved by 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 Section 4 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 Section 7

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

Section 2. (Holidays/Sundays) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (see Article 18) 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. (see section 6 for on-call service rate exception and Article 18, Section 2 for paid Labor Day)

(Day After Thanksgiving) The day after Thanksgiving is a "non-work day." All work performed on the day after Thanksgiving shall be paid at one and one-half (1 1/2) times the regular rate.

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

Section 4. (Shift Work/Occupied Buildings) Shift work and the pay and conditions therefore shall be only as provided in written addendum attached to this Agreement (see Articles 19 and 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. (Saturday Hours) Saturday will be paid at the rate of one and one-half times the regular rate between 7:00 a.m. and 4:30 p.m. and double time outside of these hours. Double time shall be paid on Sunday and holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and days celebrated as such). (see section 6)

Section 6. (On-Call Service Rate) - Work performed by service employees who are on-call on Saturday, Sundays and holidays shall be paid at the commercial rate times one and one half.

Section 7. (Make-up Day) - Make-up day on Saturday (voluntary) at straight time not to exceed 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 8. (Paid Holiday) - See Article 19, section 2.

ARTICLE 7

TRANSPORTATION

Section 1. When employed in a shop or on a job within the limits of travel (see Article 22), employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

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

ARTICLE 8

WAGES

Section 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be (see Article 22) 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 the 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, apprentices, preapprentices and classified sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

Section 6. When the Employer has any work specified in Article 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, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of 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 Section 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 in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full within 24 hours.

Section 10. Journeymen, apprentice, preapprentice and classified sheet metal workers who report for work by direction of the Employer, and are not placed at 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 the International Association of Sheet Metal, Air, Rail, and Transportation Workers of any changes to the established contribution rate prior to such changes becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS through Sheet Metal Contractors of Iowa, Inc., 1454 30th, Suite 201, West Des Moines, Iowa 50266. (See Article 8, Section 13b)

(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 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) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the co-chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article 8), and no other.

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

(b). The Employer shall pay to the SMCI Industry Fund, herein- after referred to as the Local Industry Fund, (see Article 34) the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

(d). Grievances concerning use of Local Industry Funds 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 provision of Article 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry Fund.

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

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

Section 15. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute (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 20th day of the succeeding month and shall be remitted as designated by the Trustees of the iTi, or for purposes of collection and transmittal electronically through 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 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for purposes of collection and transmittal electronically 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 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 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal electronically through the National Benefits Funds secure Internet Payment System (IPS) at www.smwnbf.org. The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

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.

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 in Article 28 of this Agreement. 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. (See Bonding Provision, Article 28)

(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. 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 24, 32, and 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. (This re-open "sentence" is not applicable, see Article 24 for automatic adjustments.)

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule are a part, as modified or amended from time-to-time (again, see Article 24, 32, And 33 for similar language).

ARTICLE 9

HAND TOOLS

Section 1. Journeymen, apprentice, preapprentice and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list. (See Article 37)

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

ARTICLE 10

GRIEVANCES

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

Section 1. Grievances of the Employer or the Union, rising 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 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. (See Article 47)

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. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

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

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

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

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

Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

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

Section 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any legal 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 attorney's fees of the opposing parties in the legal proceedings.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.**

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

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

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the union representative(s) or of the Employer(s) representative, 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 difference between the parties and bring about a mutually acceptable agreement. If such Panel representative or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the

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

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

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

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

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

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

Section 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article 10.

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

ARTICLE 11

APPRENTICES AND STATEWIDE LICENSING

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

Section 2. (JATC) 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.

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

Training Institute and Local JATC materials, facilities and personnel utilized in training. If a local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

Section 4. (Ratio) It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee, and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work. Union will agree to mutual agreement ratio relief under the terms that no journeyman will be displaced from work due to apprentice ratio relief.

Section 5. All applicants for apprenticeship shall be at least eighteen (18) years of age and each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. However, apprentices who have completed their third year of apprentice training can work alone.

Section 6. (Scale) 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 ---- 50%
- Second Year --- 55%
- Third Year ---- First Half 60% - Second Half 65%
- Fourth Year --- First Half 70% - Second Half 75%
- Fifth year ---First Half 80% - Second Half 85%

APPRENTICES
Effective July 1, 2021 -

%	Base Wage	Vaca-tion	OPF	Tax-able	Annu-ity	Health Ins	Pen-sion	iTi*	LTF	OHI	Total Pkg.
1 st Yr -50%	15.33	.65	.22	16.20	00	8.85	3.49	.15	.15	.02	28.86
2 nd Yr -55%	16.85	..75	.22	17.82	2.50	8.85	3.83	.15	.15	.02	33.32
3 rd Yr/1 st 6 mo -60%	18.42	.80	.22	19.44	2.50	8.85	4.18	.15	.15	.02	35.29
3 rd Yr/2 nd 6 mo -65%	19.99	.85	.22	21.06	2.50	8.85	4.53	.15	.15	.02	37.26
4 th Yr/1 st 6 mo - 70%	21.51	.95	.22	22.68	2.50	8.85	4.88	.15	.15	.02	39.23
4 th Yr/2 nd 6 mo - 75%	23.08	1.00	.22	24.30	2.50	8.85	5.23	.15	.15	.02	41.20
5 th Yr/1 st 6 mo	24.65	1.05	.22	25.92	2.50	8.85	5.58	.15	.15	.02	43.17
5 th Yr/2 nd 6 mo	26.17	1.15	.22	27.54	2.50	8.85	5.92	.15	.15	.02	45.13

*Of this amount, \$.12 goes to iTi and \$.03 goes to NEMIC.

Apprentice base wages will always be equal to or greater than wages of the preapprentice.

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

The Local 45 Organizing and Promotional Fund may be implemented at Local 45's sole discretion from the total package on July 1 or January 1 any time during this Agreement.

Section 8. (CAT) The parties agree that concentrated apprenticeship (CAT) 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. (Apprentices) The parties will establish on a local basis the SMART Youth-to-Youth program (the Local 45 OPF program) and the procedure to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional Union activities shall be funded by the local union through a checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

Section 10. Effective with the First year Apprentices indentured on or after July 1, 2008, a 5th Year Apprentice must pass the HVAC statewide licensing test before receiving journeyman status.

ARTICLE 12

OSHA TRAINING & DRUG TESTING

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

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

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

A drug and alcohol program has been adopted effective January 1, 2006, a copy of which is on file at the SMART Local 45 office and the Central Iowa SMCI office. Random testing has been adopted effective July 1, 2015 and Fort Dodge will participate in the current Central Iowa Random Drug program.

ARTICLE 13

PREAPPRENTICES (as locally amended)

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 evaluate the qualifications of preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one year unless he has been found to be qualified as an applicant.

The wage scale for preapprentices shall be thirty percent (30%) of the wage rate of journeymen sheet metal workers. Optional health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

PREAPPRENTICES (optional)

BASE WAGE	OPF/ CO	TAXABLE	*HEALTH INS	PENSION	iTi***	OHI	TOTAL PKG
9.54	.18	9.72	.00/(8.85)	0.00	.15	.02	9.89
9.54	.18	9.72	.00/(8.85)	**0.35	.15	.02	10.24

*If the employee chooses health insurance, the base wage would increase to minimum wage.

**After 90 days employment.

***Of this amount, \$.12 goes to iTi and \$.03 goes to NEMIC.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, or a minimum of eighteen cents (\$.18) 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 14

CLASSIFIED WORKERS

Section 1. Classified workers may be employed in the following ratio: one (1) classified worker per shop. Thereafter, the A-01-05 SFUA language applies as follows:

- A. one(1) additional classified worker for an 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 1 of "the Agreement" of which they are capable and will work under the general direction of a journeyman.

The wage rate for classified workers will not be less than forty percent (40%) of "the Agreement's" journeyman wage rate (plus the cost of health insurance if classified worker does not choose health insurance).

(Health & Welfare and Local 45 annuity). Health and welfare coverage and participation in the Local 45 annuity shall be optional. Those classified workers not wishing to have health and welfare coverage and/or participate in the Local 45 annuity shall have the cost added to their wages.

(National Pension). The employers shall each pay into the Sheet Metal Workers' National Pension Fund forty percent (40%) of the journeyman's pension rounded to the nearest increment.

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.

Section 2. The wage rate for classified workers shall be as follows:

Classified Workers (optional)

Base Wage	Vac-ation	OPF/CO	Tax-able	Ann-uity	Health Ins	Pen-ison	iTi *	LTF	OHI	Total Pkg
23.54	.55	.22	24.31	.00	.00	2.79	.15	.15	.02	27.42
12.19	.55	.22	12.96	2.50	8.85	2.79	.15	.15	.02	27.42

* Of this amount, \$.12 goes to the iTi and \$.03 goes to NEMIC.

ARTICLE 15

LABOR MANAGEMENT COMMITTEE

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 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 17

LENGTH OF CONTRACT

Section 1. This Agreement and Addenda Articles 17 through 52 attached hereto shall become effective on the 1st day of July 2021 and remain in full force and effect until the 30th day of June 2026 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than 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 by written notice, provided, however, that, if

this Agreement contains Article 10, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article 10, Section 8 have been otherwise completed.

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

Section 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue. (See Article 40)

Section 4. Each Employer hereby waived 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 forth 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 (Fort Dodge area) 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 150 days prior to the then current expiration date of the Agreement.

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. Holiday pay will be paid on hours worked on observed holidays only.

Section 2. Employees will be paid eight (8) hours straight time (based on taxable wage) for Labor Day, Memorial Day and Thanksgiving. Employees who routinely work 10 hour days shall be paid ten (10) hours straight time (based on taxable wage) for said days. 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 holiday.

ARTICLE 20

SHIFT WORK

Section 1. Shift work shall be as follows:

(a). 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</u> <u>Hours</u>	<u>Hours</u> <u>Pay</u>
1. Daylight Shift	8	8
2. Second Shift *	7	7 plus 18%
3. Second Shift - Competitive Projects	8	8

*Second shift is defined as a start time at or after 4:00 p.m.

ARTICLE 21

TRAVEL & SUBSISTENCE

Section 1. When employed in a shop or on a job within the limits of a sixty (60) mile radius of the Employer's business, 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 sixty (60) mile radius from the Employer's primary place of business shall not be allowed any traveling allowance or car expense. Said area shall be known as a free zone.

Section 3. Employees driving their own car outside the sixty (60) mile radius shall receive the IRS allowable rate (currently \$.56) per mile for the use of their car, and mileage shall then start at the Employer's business, and at no time shall said vehicle be used as a dray. Any rate change shall be made July 1 or January 1 of any year covered by this agreement.

Section 4. Employees working from 61-75 miles radius from the Employer's place of business to job and using company provided transportation will be paid 1% total package per mile radius for travel allowance.

Section 5. Employees sent to work outside the seventy-five (75) mile radius of the center of Fort Dodge shall be reimbursed for the actual amount of expenses incurred and a travel time allowance based on two percent (2%) of the established total wage rate. Mileage shall be figured from the Employer's business. (See Article 7, Section 2, second paragraph)

Section 6. Where traveling on Saturday, Sunday or recognized holidays is required to reach the job at the time assigned by the contractor, travel allowance shall be paid at twice the regular rate per mile. Where traveling more than eight (8) hours in any other day is required, travel allowance shall be paid at one and one-half the regular rate per mile for the miles traveled after the eight (8) hours has expired for the first two hours, then twice thereafter.

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

WAGE RATES

Section 1. The COMMERCIAL RATE for journeymen sheet metal workers shall be as follows:

Effective July 1, 2021 --

Base Wage	Vacation	OPF	Taxable	Annuity	Health Ins	Pension	iTi *	LTF	OHI	Total Pkg
30.88	1.30	.22	32.40	2.50	8.85	6.97	.15	.15	.02	51.04

*Of this amount, \$.12 goes to iTi and \$.03 goes to NEMI.

Section 2. All shop fabrication will be done at Commercial rate, except work contracted to be fabricated and installed at Residential or Resolution 78 rate can be fabricated at that rate. The Residential and Resolution 78 rates shall be as follows:

(a) RESIDENTIAL RATE is progressive 75% of commercial rate total package.

Effective July 1, 2021 --

Base Wage	Vac-ation	OPF	Taxable	Annuity	Health Ins	Pension	iTi *	LTF	OHI	Total Pkg
18.12	1.30	.22	19.64	2.50	8.85	6.97	.15	.15	.02	38.28

*Of this amount, \$.12 goes to iTi and \$.03 goes to NEMI.

Residential work is defined as four-plex and smaller. To clarify the definition of four-plex and smaller, it is intended that this scope of work can be broadened by applying Resolution 78 to other residential work with prior Union approval, as agreed upon with the Union and Contractor for individual projects.

(b) RESOLUTION 78 RATE - Shall be a progressive 85% of Commercial rate total package or at the discretion of the Business Manager.

Section 3. The amounts set forth above include all additional Employer contributions to all fringe benefit plans referenced in this Agreement.

ARTICLE 23

HEALTH AND WELFARE

Section 1. The Employers shall each pay into the Sheet Metal Workers Health Fund the sum of \$8.85 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 Central Iowa Sheet Metal Workers Health Fund plan now in existence and as locally modified.

Section 2. The Trustees/Union may modify the Health and Welfare contribution rate effective July 1 or January 1 of any year covered by this Agreement and pay for same out of its total package.

ARTICLE 24

NATIONAL PENSION & LOCAL 45 ANNUITY

Section 1. Effective July 1, 2021, the Employers shall each pay into the Sheet Metal Workers' National Pension Fund the sum of \$6.97 hour and into the Local 45 Annuity the sum of \$2.50 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 and Local 45 Annuity now in existence and as locally modified.

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

(b) The Trustees/Union may modify the Pension contribution rate effective July 1 or January 1 of any year covered by this Agreement and pay for same out of its total package.

ARTICLE 25

VACATION

Section 1. Each Employer working under this contract agrees to withhold a minimum of four percent (4%) of the taxable wage, rounded to the next highest nickel, for each hour worked by journeymen sheet metal workers covered under this collective bargaining Agreement, and to remit same in the manner outlined in the Local 45 Sheet Metal Workers' Vacation Trust. It is further agreed that each employee may request his Employer to deduct an additional amount for purposes of deposit into said plan. 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.

Section 2. For each apprentice, the sum of four percent (4%) of the taxable wages, rounded to the next highest nickel, shall be withheld by the Employers and paid by them into the Sheet Metal Workers' Vacation Trust, and said payments and receipts shall be subject to the provisions of the Sheet Metal Workers' Vacation Trust Plan now in existence. The apprentice may request that his Employer withhold an additional amount for deposit in the Local 45 Sheet Metal Workers' Vacation Trust Plan as provided in Section 1.

Deposits for both apprentices and journeymen should be made to Citizens Community Credit Union in Fort Dodge.

Section 3. A first-year apprentice can decide whether or not he wants Vacation contributions 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 four (4) or more employees are employed, and he shall be paid 3.2% 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 6.4% of the total wage package (see Article 22) per hour above the basic wage rate. Thereafter, one (1) foreman at 3.2% 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 3.2% of the total wage package (see Article 22) per hour above the basic wage rate, and the general shop foremen shall receive 6.4% 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 swinging scaffold shall be paid at the current journeyman wage rate plus \$2.00 per hour.

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 75 percent (75%) of the average monthly contributions, but in no case less than \$10,000.00, 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. (See Article 8, Section 17 (a) and (b))

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 Local Credit Union for the purpose of crediting it to the employees' 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 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 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
x 21 days
\$13.81 added interest

ARTICLE 30

PARKING

Section 1. All journeymen, apprentice and preapprentice 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 a maximum rate of \$1.75 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.

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 No. 45, prior to July 1 or January 1 of any year covered by this Agreement, to deduct an amount from the raises and pay said amount into the above mentioned funds as may be designated by the notice.

Section 2. It is agreed that all contributions made by the Employer to the following funds: Sheet Metal Workers Health Fund, Local 45 Vacation Trust Fund, Sheet Metal Workers' National Pension Fund, Local 45 Annuity Fund, Local Industry Fund, Industry Equality Fund, Industry Fund of the United States, SASMI (if adopted by the union), International Training Institute (iTi), and all voluntary Credit Union deductions shall be paid monthly and shall be due on the 15th day of each following month. 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.

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

LOCAL INDUSTRY FUND

Section 1. Employers bound to this Agreement shall pay to the Sheet Metal Contractors of Iowa Industry Fund up to one and one-tenth percent (1.1%) of the total wage package (see Article 22).

Section 2. Payment shall be made monthly on or before the twentieth (20th) day of the succeeding month (see Article 32) and shall be remitted to Sheet Metal Contractors of Iowa Industry Fund.

Section 3. The trustees of the Industry Fund may lower or increase the amount of contribution to the Local Industry Fund (see Article 8, Section 13(b)). Any change in said contribution will be made by written notice to contributors and Local No. 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 contract agrees to pay into a Local Training Fund fifteen cents (\$.15) per hour for each hour worked by employees covered by this bargaining Agreement. This Local Training Fund shall be administered by a Joint Training Committee composed of equal numbers of contractors and members of the local. If fund assets fall below \$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 modify the Pension contribution rate effective July 1 or January 1 of any year covered by this Agreement and pay for same out of its total package.

ARTICLE 37

TOOLS & SAFETY EQUIPMENT

Section 1. Journeymen and apprentice 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
Rule - Wooden, Folding	9 inches
Measuring Tape	Chalk Line
Pliers	Plumb Bob
Folders	Handcrimper
Set of Allen Wrenches - up to	Knife
a maximum size of 1/4 inch	Center Punch
Duct Pullers	Drift Pin
Scratch Awls	Tool Box or Tray
Vise Grips - two only	Crescent Wrench

18 Inch Dividers
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.

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 and availing themselves of the procedures therein provided expressly waive and relinquish in the individual and their representative capacities, any and all potential claims against any member or members of the appropriate Local Joint Adjustment Board, 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

UNION DUES CHECK-OFF

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. (Also see SFUA recommendations on dues check-off, Article 5, Section 4)

ARTICLE 40

CHANGES TO SFUA

Section 1. Should the International Association of Sheet Metal, Air, Rail, and Transportation Workers 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 41

EMPLOYEE LAY-OFF

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-half hour notice before lay-off.

ARTICLE 42

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, 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 43

PICKET LINES

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

ARTICLE 44

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, disability, ancestry and sexual orientation.

Section 3. If any provision of this contract or the application of such provision to any person or circumstance be held invalid by a court of competent jurisdiction, the remainder of this contract 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 45

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 SMWIA, who have an established sheet metal fabrication shop and are entering the jurisdiction of Local 45 for erection or installation purposes only.

ARTICLE 46

COMPETITIVE PROJECTS

Section 1. In accordance with Resolution 78, when SMCLRCI substantiates a project to be competitive in nature, it is agreed that the Business Manager or his designated representative shall within 48 hours after notice by Employer establish wages, hours and working conditions to 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 the union fails to change the wages, hour and/or working conditions.

If the Article 10 grievance procedures prove that a contractor in bad faith improperly implements a Resolution 78 project, that contractor will no longer have the right to use this article for the remaining term of the contract.

All 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 and classified workers) 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 and classified workers), 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.

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

In order to maintain competitiveness in the Fort Dodge marketplace, the Business Manager of Local 45 shall be responsible for reviewing jobs competitively bid. In the event that there is a loss of jobs that can be attributed to the increase in the basic Resolution 78 rate, he shall make whatever adjustments are required to maintain the competitiveness of the union sheet metal contractor.

The panelists shall maintain jurisdiction over this decision for the length of the Agreement. In the event that any problems arise out of application or interpretation of the Resolution 78 rate, the Panel, upon request by either party, will return to the area for purposes of resolving this issue.

ARTICLE 47

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. (Also see SFUA Article 10, Section 11)

ARTICLE 48

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 49

ARTICLE 10 - GRIEVANCE ONLY

Section 1. Article 10 does not apply to disputes of a jurisdictional nature nor to misassignment of work cases.

ARTICLE 50

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 fifty cents (\$.50) per hour for each hour worked on a commercial rate job by each employee (including preapprentices and classified workers) of the Employer covered by this Agreement. Contractors may increase contribution if desired, but this increase does not affect the total package (this contribution is dues - not wages).

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 51

ESSENTIAL JOURNEYMAN TRAINING


During the term of this contract, the essential journeyman training will consist of the following:

- 8 to 16 hours per year is essential but not mandatory
- Accomplish on employee time
- Cost: Shared by employee and local training fund
- Subjects: Safety, OSHA, Right to Know, service work, welding.

(Subjects selected by Central Iowa Training Fund Trustees and Fort Dodge contractors.)
-- Contractors will also attend.

In witness whereof, the parties hereto affix their signatures this 15 day of July, 2021

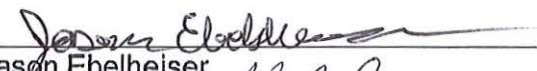
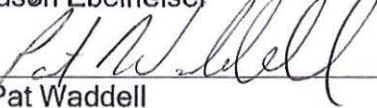

Don Livasy, Midstate Plumbing & Heating


Andrew Bredeson, Local 45 Business Manager


Brian Keck, Winger Contracting


Jon Quijano, Local 45 Business Rep.


Kim Best, SMCLRCI, CI Chapter, Fort Dodge, Secretary


Jason Ebelheiser

Pat Waddell

APPENDIX 1

In addition to other towns and in order to clarify border areas, the following towns are inside the 60 mile free zone radius:

Alden
Algona
Ames
Bancroft
Cambridge
Coon Rapids
Crystal Lake
Forest City
Graettinger
Grand Junction
Granger
Hampton
Iowa Falls
Laurens
Minburn
Newell
Odebolt
Panora
Ringsted
Ruthven
Sac City
Sheffield
Sioux Rapids
Storm Lake
Templeton
Ventura
Zearing

In addition to other towns and in order to clarify border areas, the following towns are inside the 61- 75 mile radius:

Adel	Exira
Allison	Holstein
Beaman	Lake Mills
Casey	Marshalltown
Cherokee	Mason City
Denison	Parkersburg
Des Moines	Rake
Dolliver	Rockford
Estherville	Spencer
Everly	