

# **AGREEMENT**

Between

**THE SHEET METAL CONTRACTORS  
OF CENTRAL OHIO**

3518 Riverside Drive  
Columbus, Ohio 43221

and

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

**LOCAL UNION NO. 24  
(COLUMBUS AREA)**

3035 Lamb Ave.  
Columbus, Ohio 43219

**June 1, 2023**

**to**

**May 31, 2026**

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# STANDARD FORM OF UNION AGREEMENT

Form A-01-05

Sheet Metal, Roofing, Ventilating and Air Conditioning  
Contracting Divisions of the Construction Industry

Agreement entered into this 1st day of June, 2023, by and between Sheet Metal Contractors of Central Ohio, hereinafter referred to as the Employer, and Local Union #24 of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for: Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton Counties in Ohio; and Cabell, Lincoln, Logan, Mingo, Wayne Counties in West Virginia; and Bath, Bell, Boyd, Breathitt, Carter, Elliott, Fleming, Floyd, Greenup, Harlan, Johnson, Knott, Knox, Lawrence, Leslie, Letcher, Lewis, Magoffin, Martin, Mason, Menifee, Morgan, Perry, Pike, Rowan, Whitley, Wolfe Counties in Kentucky. This Agreement covers the above counties only.

ANY PLACE THE WORD JOURNEYPERSON APPEARS IN THIS AGREEMENT, IT IS INTENDED TO COVER BOTH MEN AND WOMEN OF THE TRADE.

## ARTICLE I

**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, unloading of all trucks and handling of all jobsite related materials,

erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous and 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, metal roofing and standing seam roofs regardless of material used including the setting of all equipment and 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 used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, the operation of all computerized systems shall be in accordance with the N.J.A.B. decision; and (e) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

## ARTICLE II

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

**SECTION 2.** - Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such

fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

### **ARTICLE III**

**SECTION 1.** - The Employer agrees that none, but journeypersons and apprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and International Association of Sheet Metal, Air, Rail and Transportation Workers, shall be provided to the Employer. If the contractor does not provide Union with written evidence of assignment the Union has the right to an immediate grievance board hearing within Seventy-two (72) hours unless time is extended by mutual agreement.

### **ARTICLE IV**

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

### **ARTICLE V**

**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 I of this Agreement, within Eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is later, provided the Employer had 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 initial 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 Ten (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 terms of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such a manner as to reduce the time 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 provision of this Article shall be deemed to be of no force and effect in any state to the extent to which the making and 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.

## **ARTICLE VI**

**SECTION 1.** - The regular working day shall consist of Eight (8) hours in the shop or on the job between Six (6) A.M. and Five (5) P.M., and the regular working week shall consist of Five (5) consecutive Eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid at the regular hourly rate. Except as otherwise provided pursuant to Section Four (4) of this Article, all work performed in excess of Eight (8) hours per day or after Forty (40) hours per week shall be at one and one-half (1-1/2) times the regular rate, Monday through Friday. Employees shall be at the shop or employer designated starting area on project site at scheduled starting time each day and shall remain until quitting time. Overtime will not be mandatory and will be offered first to employees who have worked Forty (40) hours in the previous week. Holidays will be computed on hours worked. NOTE: On new hires, who have not completed the required Forty (40) hours worked during the first week of their employment, will be eligible for time and one-half (1 1/2) for that scheduled Saturday only. Where conditions warrant, the regular work day may consist of Ten (10) hours labor on the job and the

regular work week of Four (4) Ten (10) hour days between Monday and Friday with a Forty-Eight (48) hour minimum written notice to Local #24.

**SECTION 2.** – Double time to start after Ten (10) hours worked on Saturdays provided that employee worked all available regular scheduled straight time hours in the prior Monday-Friday before Saturday as described in Article VI, Section 1.

**SECTION 3.** - New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Sundays shall be recognized as holidays. All work performed on holidays shall be paid as follows: each hour worked shall constitute Two (2) payroll hours pay, if any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. If any of the listed holidays falls on Saturday, the preceding Friday shall be observed as a holiday.

**SECTION 4.** - It is agreed that work performed outside of the regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Local Union or Steward, 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 5.** - Shift work and the pay and conditions therefore shall be only as provided in written addendum attached to this Agreement. Energy Conservation-Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work

conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

## **ARTICLE VII**

**SECTION 1.** - When employed in a shop or on a job within the limits of Local Union #24, Columbus Area, 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 per Addendum III.

**SECTION 2.** - When employed outside the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article, at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expenses may be paid at the applicable IRS mileage rate established on the anniversary dates July 1, 2023, July 1, 2024, July 1, 2025, if applicable per Addendum III. 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 VIII**

**SECTION 1.** - The minimum rate of wages for Journeyman Sheet Metal Workers covered by this Agreement when employed in a shop or job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be:

**Effective June 1, 2023 through May 31, 2024**

Basic Hourly Wage Rate	\$36.10
*Health and Welfare Fund	\$8.07
*Local Pension Fund	\$8.52
*National Pension Fund	\$3.76
*Retirement Savings Fund	\$3.82
* S.A.S.M.I.	\$1.81
*JATC	\$0.65
*Industry Promotion Fund	\$0.21
*I.F.U.S.	\$0.15
*I.T.I. & N.E.M.I	\$0.15
*S.M.O.H.I.	\$0.02
*SMW Intl. Scholarship Fund	<u>\$0.01</u>
<b>TOTAL PACKAGE</b>	<b>\$63.27</b>

\*CONTRIBUTIONS PAID ON HOURS WORKED

**UNION DEDUCTIONS:**

Union Assessments on Hours Worked

Assessment:

Two and three quarter percent (2.75%) of the Total Hourly Package.

Plus, Equality Fund	\$0.25/hr.
Plus, JAC/COPE	\$0.05/hr.
Plus, Building Fund	\$0.12/hr.
Plus, Construction Fund	\$0.39/hr.

Plus, SMART Assessment as required by the International Association of Sheet Metal, Air, Rail and Transportation Workers. Currently \$0.20/hr. through 6/30/24. This assessment is subject to future increases which will be determined by the International Association of Sheet Metal, Air, Rail and Transportation Workers.

Contractors that do not contribute to Industry Promotion Fund are obligated to contribute \$0.21 to the JATC.

**VOLUNTARY DEDUCTIONS**

(with Signed Authorization Form)

P.A.L.	\$0.05
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**L.E.A.D.** to receive \$0.12 per hour to the TRI-STATE BUILDING TRADES L.E.A.D. PROGRAM.

**PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATIONAL AND DEVELOPMENT FUND (the "PMCTEDF")** to receive \$0.10 per hour worked.

**Effective JUNE 1, 2023 through MAY 31, 2024**

**\$3.00** increase - distribution to be determined.

**Effective JUNE 1, 2024 through MAY 31, 2025**

**\$3.00** increase - distribution to be determined.

**Effective JUNE 1, 2025 through MAY 31, 2026**

**\$3.00** increase - distribution to be determined.

**SECTION 2.** - On all work specified in Article I of this Agreement, fabricated and/or assembled by journeyman and/or apprentice sheet metal workers, within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite. Besides wage equalization between local unions, wage equalization will be required between collective bargaining areas.

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

1. Ventilators
2. Louvers
3. Automatic and Fire Dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality.
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

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

**SECTION 5.** - Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeyman sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.



**SECTION 6.** - When the Employer has any work specified in Article I of this Agreement to be performed outside the area covered by this Agreement, and within the area covered by another Local #24 Agreement, or within another 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. All additional sheet metal workers shall come from the area in which any work is to be performed. Journeyperson sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale 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 provision Section 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

**SECTION 8.** - Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Fund in the employees 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 Supplement Savings Fund.

**SECTION 9.** - Wages or electronic transfer payroll stub detail at the established rates specified herein shall be paid or provided weekly in the shop or in the following ways, employees will have a choice of receiving pay the following ways, Direct Deposit, Mailed, must be postmarked within Three (3) days of the end of the work week or employee picks check up at shop, after normal working hours. Contractors outside of Local #24 Columbus bargaining jurisdiction performing work within Local #24 Columbus jurisdiction must pay on the jobsite. No more than Three (3) regular working days pay will be withheld. Failure to do so shall result in a Fifty dollar (\$50.00) per day per employee penalty.

However, employees, when discharged shall be paid in full. Failure to do so shall result in a Fifty dollar (\$50.00) per day per employee penalty. Any and all penalties to be paid to the employee. Employees who are terminated and/or laid off shall be furnished from the office of the Employer a lay-off slip which shall indicate the reason for said termination and/or lay-off.

**NOTE:** The weekly payroll check or pay envelope must specify the number of straight time hours, overtime hours worked, and total earnings less all deductions; or in the alternative, total hours worked, straight time earnings, overtime earnings, and total earnings less deductions.

**SECTION 10.** - Sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to Two (2) hours pay at the established rate. When employee starts workday and work is stopped on project or in shop for any reason employee to receive Four (4) hours paid if work stops before fourth hour worked is completed, Six (6) hours paid if worked more than four hours worked but less than six hours worked, and Eight (8) hours paid if more the six hours worked but less than eight worked. Rate of pay to be what employee would have received had they been able to continue working without the stoppage.

**SECTION 11.** - Each Employer covered by this Agreement shall employ at least One (1) journeyman sheet metal worker; however, it will be permissible for an owner-member to be the journeyman sheet metal worker on all work specified in Article I of this Agreement.

**SECTION 12A.** - Contributions provided for in Section 12B 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.

**SECTION 12B.** - The Employer shall pay the Sheet Metal & Air Conditioning Contractors' National Industry Fund of the United States (IFUS) Fifteen cents (\$0.15) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151-1209, or for the purpose of transmittal, through the Sheet Metal Contractors of Central Ohio.

**SECTION 12C.** - The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and

disbursements. Further specific detailed information regarding IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon request.

**SECTION 12D.** - Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 12A or for violations of other subsections of this Section shall be handled under the provision of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

**SECTION 13A.** - Contributions provided for in Section 13B of this Article will be used to promote programs of industry education, training, negotiations, and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for services of the Sheet Metal Industry, improve the technical and business skills of Employer, 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.

**SECTION 13B.** - The Employer shall pay to the Sheet Metal Contractors of Central Ohio, 3518 Riverside Drive, Columbus, Ohio 43221, Twenty-one cents (\$0.21) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall

be made monthly on or before the 20th day of the succeeding month. Contractors that do not contribute to Industry Promotion Fund are obligated to contribute Twenty-one (\$0.21) cents to the JATC.

**SECTION 13C.** - Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13A or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violations 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 will contribute to the

International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) Twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. 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.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, Three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. 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.

Effective as of the date of this agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) Two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. 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.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, The National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national

programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

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

**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 with Seventy-Two (72) hours' 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 17a.** – The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

**SECTION 17b.** - 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.

**SECTION 18.** – The Employer will contribute to the NPF at the hourly rates set forth in this Agreement, in accordance with the NPF’s Plan and Trust Documents (copies of these documents have been made available to the parties and are available at [www.smwnpf.org](http://www.smwnpf.org)). The parties acknowledge that, notwithstanding any other provision herein, the failure to adopt any contribution rate increases required to maintain certain subsidized benefits and optional forms under the NPF Plan Document will result in the loss of those certain benefits and the provisions of benefits as provided under the NPF’s Default Schedule as described in its Funding Improvement Plan.

The NPF’s Trust Document, as amended from time to time, is incorporated into this Agreement; the Employer hereby agrees to be bound as a party by all terms and provisions of the Trust Document. The Employer will report Covered Employment and pay its required monthly NPF contributions no later than the 20th day of the month following the month in which the Covered Employment was performed. Failure to pay on time and in full will constitute a delinquency and will subject the

Employer to applicable interest, liquidated damages, fees and costs. The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds’ secure online Internet Payment System (“IPS”), accessible at [www.smwnbf.org](http://www.smwnbf.org) (contact the IPS Support Team via email at [ips@smwnbf.org](mailto:ips@smwnbf.org) or by calling 800-231-4622).

If this Agreement or the Local require the Employer to secure a Guaranty or Performance Bond, such bond will guarantee the payments required to be paid by the Employer pursuant to the terms of this Agreement to the following funds, Sheet Metal Workers’ National Pension Fund, SASMI, NEMIC, SMOHIT, ITI, and the Sheet Metal Workers’ National Supplemental Savings Plan. Employers shall furnish said bond to the Sheet Metal Workers’ National Pension Fund within Fifteen (15) days of the execution of this Agreement. The bond as required under the provisions of this Section shall remain in full force and effect until the termination of this Agreement and furnished, at least on an annual basis.

## ARTICLE IX

**SECTION 1.** - Sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. See Addendum XIII, Section 1. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto. Employers shall furnish all power activated tools.

**SECTION 2.** - 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 from job to job or from shop or job to home at quitting time.

## ARTICLE X

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

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

local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes. An Employer may have the local Association present to act as his representative.

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 having jurisdiction over the parties 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 the Local Joint Adjustment Board. The Board shall consist of an equal number of representatives of the Union and of the local Employer's Association, and both sides shall cast an equal number of votes at each meeting. The local Employer's Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding. Notice of appeal to a Local Joint Adjustment Board shall be given Thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

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

Notwithstanding the provision of Paragraph 1 of this Section, a contractor who was not a party to the Labor Agreement the area in which the work in dispute is performed, may appeal this decision of the Local Joint Adjustment Board including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman 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. The prevailing party in litigation to enforce an award shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

**SECTION 7.** - Failure to exercise the right of appeal at any step thereof within the time limit provided therefore

shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

**SECTION 8.** – In administering and conducting dispute resolution activities under arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Sheet Metal and Air Conditioning Contractors’ National Association, Inc. and their representatives, are functioning as arbitrators and not as the representative of the entity that is party to such dispute. Therefore, they shall enjoy all the rights, privileges, and immunities afforded to arbitrators under applicable law.

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

## **ARTICLE XI**

**SECTION 1.** - All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer and half by the Union. There shall be a minimum of Four (4) trustees. Said Joint Apprenticeship and Training Committee shall formulate and make

operative such rules and regulations as they deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, and working conditions of duly qualified apprentices and the operation of an adequate apprenticeship system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

**SECTION 2.** - The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, 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. The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.



**SECTION 3.** - It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeypersons who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeypersons employed by the 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 used in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

**SECTION 4.** - It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on a ratio of One (1) journeyperson to One (1) apprentice, Two (2) journeypersons to Two (2) apprentices, Three (3) journeypersons to Three (3) apprentices, Four (4) journeypersons to Four (4) apprentices, and thereafter a Three (3) journeypersons to One (1) apprentice ratio. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

**Journeyperson to Apprentice Ratio**

Journeyperson	Apprentice
1	1
2	2
3	3
4	4
5-7	5
8-10	6
11-13	7
14-16	8
17-19	9
20-22	10

23-25	11
26-28	12
29-31	13
32-34	14
35-37	15
38-40	16
41-43	17
44-46	18
47-49	19

**SECTION 5.** - Each apprentice shall serve an apprenticeship of Four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of journeypersons until apprenticeship terms have been completed and they are qualified as journeypersons.

**SECTION 6.** - A graduated wage scale for apprentices shall be established and maintained on a percentage basis of the established wage rate for journeyperson Sheet Metal Workers. The scale may vary based on local market conditions and recruiting requirements.

**SECTION 7. -**

Apprentice Wage Breakdown  
(EFFECTIVE June 1, 2023 - May 31, 2024):

**SECTION 7. -**  
Apprentice Wage Breakdown  
(EFFECTIVE June 1, 2023 - May 31, 2024):

	1st Year Apprentice		2nd Year Apprentice		3rd Year Apprentice		4th Year Apprentice	
	A		A		A		A	
Pre-Apprentice	50%							
Basic Wage	\$18.05	\$20.58	\$23.47	\$27.08	\$27.08	\$30.69	\$30.69	\$30.69
Health & Welfare	N/A	\$8.07	\$8.07	\$8.07	\$8.07	\$8.07	\$8.07	\$8.07
Local Pension	N/A	N/A	\$5.54	\$6.39	\$6.39	\$7.24	\$7.24	\$7.24
National Pension	N/A	\$2.14	\$2.44	\$2.82	\$2.82	\$3.20	\$3.20	\$3.20
Retirement Savings Plan	N/A	N/A	N/A	\$2.87	\$2.87	\$3.25	\$3.25	\$3.25
SASMI	N/A	N/A	\$1.19	\$1.42	\$1.42	\$1.57	\$1.57	\$1.57
JAC	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65	\$0.65
Industry Promotion	N/A	N/A	N/A	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21
IFUS	N/A	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
ITI/NEMI	N/A	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
SMOHT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Scholarship Fund (SMWISF)	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Total Hourly Labor Costs	\$18.73	\$31.77	\$41.69	\$49.84	\$49.84	\$55.21	\$55.21	\$55.21

## UNION DEDUCTIONS

Pre-Apprentices and Apprentices pay SMART Assessment as required by the International Association of Sheet Metal, Air, Rail and Transportation Workers.

**SECTION 8.** - 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 parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

**SECTION 9.** - The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeypersons.

## ARTICLE XII

**SECTION 1.** – SMACNA and SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers’ association and Local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

## ARTICLE XIII

**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 XIV

**SECTION 1.** - This Agreement shall become effective on the first day of June, 2023, and remain in its full force and effect until the Thirty-first day of May, 2026, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than Ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in its force and effect until conferences relating thereto have been terminated by either party by written notice.

**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.

**SECTION 3.** - Notwithstanding any other provision of this Article, or any other Article in this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national association, 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 thereof. There shall be no strike or lockout over this issue.

**SECTION 4.** - By execution of this Agreement, the Employer authorizes the Sheet Metal Contractors of Central Ohio to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-Employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least One Hundred and Fifty (150) days prior to the then current expiration date of this Agreement.

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.

IN WITNESS whereof, the parties hereto affix their signatures and seal this First (1st) day of June, 2023.

**SHEET METAL CONTRACTORS OF CENTRAL OHIO**

S/C.W. Park  
S/Ronald Wilburn  
S/Bob Billings  
S/Nelson Smith  
S/Pat Williams  
S/Kevin Mirlisena

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS LOCAL UNION NO. 24 (COLUMBUS AREA)**

S/Rodney French  
S/Jeff Hunley  
S/Jeff Rowe  
S/Josh Williams  
S/Michael Cole  
S/Clint Uhrig

**ADDENDUM I**

**SECTION 1.** - The Employer desires to have a readily available source of qualified sheet metal mechanics and recognizes that the Union can furnish competent employees to meet the Employer's requirements. Therefore, it is agreed as follows:

**SECTION 2.** - Requests by the Employer shall be made to the Union to furnish qualified registrants within Seventy-two (72) hours or Three (3) working days, either verbally or in writing. The Employer shall be the sole judge of the number of registrants required and the Employer has the right to refuse referred registrants at his discretion. At least One (1) man out of every Four (4) men to be Fifty (50) years of age or older on any erection job where there are Four (4) journeypersons or more, One (1) journeyperson shall be over Fifty (50) years of age provided the journeyperson is capable of performing the work. The Employer agrees not to discriminate against an applicant referred by the Union. The Employer shall have the right to hire independently providing the Union is unable to fulfill manpower requests.

**SECTION 3.** - Upon request of an Employer for registrants the Union shall immediately refer competent and qualified registrants to that Employer, based upon layoff date, in sufficient number required by the Employer, in the manner and under the conditions specified in this Agreement, from current out-of-work list provided he is qualified to do the work. All journeypersons are required to register with the Union, by person, phone or by any electronic means necessary, when employment has been terminated. The Employer

and the Union shall comply with all applicable laws regarding equal employment opportunity. The Employer shall not discriminate against any applicants referred by the Union, by reason of race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, or any other factor prohibited by applicable federal, state and local laws.

**SECTION 4.** - Each journeyman sheet metal worker shall register with the Union when employment has been terminated. When employment is terminated, a severance notice provided by the Union shall be completed in triplicate; one copy shall accompany the employee's final paycheck, one copy shall be remitted to the Union office within Five (5) days after termination, and one copy is to be retained by the Employer.

**SECTION 5.** - It will be the responsibility of each new employee or rehire to report immediately to the shop or job Steward and present his current Union Dues Receipt and the Union Referral Slip. In the absence of a steward the employees will report and present Dues Receipt and Union Referral Slip to the Foreman. If the new employee or rehire has not obtained a Referral Slip from the Union, it will be the responsibility of the Steward to notify the Union. In all cases, it shall be the responsibility of the Employer to notify the Union of rehires and new hires.

**SECTION 6.** - A journeyman may solicit his own job, providing when he secures such job he obtains a Referral Slip from the Union Hall and the contractor shall provide to the Union a completed Contractors Solicitation Form for employee. No member will be denied a Referral Slip.

**SECTION 7.** - The Employer shall have the right to hire independently providing the Union is unable to fulfill workforce requests mandated by State Affirmative Action requirements described under ORC Sections 9.47 as well as OAC 123:2-3 through 123:2-11.

**SECTION 8.** - All onboarding and new hire procedures as required by employer will be on company time, including new hire paperwork and any orientations required for employment or jobsite placement, this includes both in-person and remotely provided materials.

## **ADDENDUM II**

**SECTION 1.** - Alternate work week will consist of Four (4) Ten (10) hour work days starting on Monday and ending Thursday, and/or starting on Tuesday and ending Friday. The regular Ten (10) hour work day shall not begin earlier than 6:00 A.M., nor end later than 6:30 P.M. The alternate work week can be implemented at any time by the Contractor with a Forty-Eight (48) hour minimum, written notice to Local #24. The alternate work week shall be implemented for no less than Seven (7) calendar days, including holidays. Make up day may be used in the industry. Friday will be a make-up day due to inclement weather; Saturday will not be a make-up day. Employee's discretion if they will work on make-up day.

Employees agreeing to be engaged in:

- a) All shop fabrication work,
- b) All service work,
- c) All industrial, remodeling and maintenance work in an existing building.

All work on the above shall be paid at the rate of One and One-Half (1 1/2) times the regular rate of pay as set forth in Article VIII, up to midnight Saturday. All work performed after midnight Saturday, to regular starting time on Monday, shall be paid at the rate of double (2 times) the regular rate of pay as set forth in Article VIII.

**SECTION 2. - Composite Crew:** On all work involving a composite crew, contractors are to make the assignment according to existing and future construction craft jurisdictional agreements.

**SECTION 3. -** On field work, except as otherwise provided pursuant to Article VI, and by mutual agreement between the Business Manager of Local Union #24, and the Executive Director of the Sheet Metal Contractors of Central Ohio, all work performed outside the regular working hours and performed outside the regular week, shall be as follows: All overtime hours worked outside the standard work day shall be One and One-Half (1 1/2) times the regular rate of pay as set forth in Article VIII, Section 1.

**SECTION 4. –** Shift work and the pay and conditions shall be as follows: Shift work - All shifts are to be Eight (8) hours long. First shift - 7:00 A.M. to 11:59 A.M. Second shift – 12 Noon – 6:59 P.M. Starting time after regular starting time but before 7:00 P.M. Third shift – Starting time after 7:00 P.M. with understanding starting time can be modified. A shift operation may be put into effect only with a Forty-Eight (48) hour minimum, written notice to Local #24 and it must last a minimum of Three (3) calendar days. The pay for Eight (8) hours performed on the Second (2nd) shift shall be Base Rate plus \$4.50 per hour and Third (3rd) shift shall be the

Base Rate plus \$5.50 per hour [No Pyramiding]. All hours worked after the scheduled shift hours are considered overtime hours and will be paid according to Article VI, Section 1, in lieu of Shift Premium.

**SECTION 5.** There will be no changes between regular working week, alternate working week, and shift work once work week starts, any work outside of the notified scheduled work week will be considered overtime hours and be paid according to Article VI, Section 1.

**SECTION 6. -** Employees who are normally assigned to a particular job will be given preference for overtime work required on that job and in the shop.

### **ADDENDUM III**

**SECTION 1. – Travel Pay:** When employed in a shop or on a job in the jurisdiction of the Columbus Area the following travel language will apply as in Section 2 of this Addendum.

**SECTION 2. –** All Northern Contractors will be defined as contractors north of the Athens, Ross and Vinton northern county lines and signatory to the Columbus Building Trades Collective Bargaining Agreement. All Southern Contractors will be defined as contractors south of the Athens, Ross and Vinton northern county lines and signatory to the Columbus Building Trades Collective Bargaining Agreement. Out-of-town Contractors will be defined as any contractor not signatory to the Columbus Building Trades Collective Bargaining Agreement.

All Northern Contractors will have free Ohio Counties: Delaware, Fairfield, Franklin, Knox, Licking, Madison,

Marion, Morrow, Muskingum, and Pickaway. Fifteen (\$15.00) dollars a day Ohio Counties: Ross and Union. Twenty (\$20.00) dollars a day Ohio Counties: Athens, Fayette, Guernsey, Hocking, Morgan, Noble, Perry, Pike, and Vinton. All other counties in the Columbus Building Trades Jurisdiction for Northern Contractors will be Forty (\$40.00) dollars per day and one round trip (Map Quest quickest distance) at the current IRS mileage rate per mile, from the contractor's shop. Ohio Counties: Adams, Gallia, Jackson, Lawrence, Meigs and Scioto; Kentucky Counties: Bath, Bell, Boyd, Breathitt, Carter, Elliott, Fleming, Floyd, Greenup, Harlan, Johnson, Knott, Knox, Lawrence, Leslie, Letcher, Lewis, Magoffin, Martin, Mason, Menifee, Morgan, Pike, Perry, Rowan, Whitley and Wolfe; West Virginia Counties: Cabell, Lincoln, Logan, Mingo and Wayne.

Request by a Northern Contractor to furnish manpower by the Union for a project in the Southern Area and those members are dispatched and referred by a Business Agent off the Columbus Area out-of-work list, travel pay for those members only, will be determined by the established travel rate for the Southern Area.

Southern Contractors will have free Ohio Counties: Adams, Gallia, Lawrence, Meigs, Pike, and Scioto; Kentucky Counties: Boyd, Carter, Greenup, Lawrence and Lewis; West Virginia Counties: Cabell, Lincoln, Logan and Wayne. Twenty (\$20.00) dollars a day, Ohio Counties: Athens, Fayette, Guernsey, Hocking, Morgan, Noble, Perry, and Vinton; Kentucky Counties: Pike. Fifteen (\$15.00) dollars a day Ohio Counties: Jackson, Ross; Kentucky Counties: Bath, Bell Breathitt, Elliott, Fleming, Floyd, Harlan, Johnson, Knott, Knox, Leslie, Letcher, Martin, Magoffin, Mason, Menifee, Morgan, Rowan, Whitley and Wolfe; West Virginia Counties: Mingo. All other counties in the Columbus Building Trades jurisdiction for Southern Contractors will be Forty (\$40.00) dollars per day and one round trip (Mapquest quickest distance) at the current IRS mileage rate per mile, from the contractors shop. Ohio Counties: Delaware, Fairfield, Franklin, Knox, Licking, Madison, Marion, Morrow, Muskingum, Pickaway and Union.

**SECTION 3. - Transportation and Parking:** All transportation furnished by the employees which should be furnished by the Employer under Article VII, Section 2, shall be compensated for at the current IRS mileage rates per mile. When no free parking is made available to the employee, the Employer agrees that he will reimburse the employee for parking fees up to a maximum of Fifteen dollars (\$15.00) per day with receipt. Additional parking costs will require management approval. Employees will be reimbursed on each paycheck.

**SECTION 4. - Trucks:** Contractors will identify their own vehicles if they are used to haul sheet metal by displaying the Employers' name on the delivery vehicle. Leased motor vehicles will be identified by displaying



the Employer's name on the motor vehicle. Journeypersons and apprentice 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 use of an automobile or other conveyance to transport owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

#### **ADDENDUM IV**

##### **Wages and Fringes**

It is clearly understood and agreed by and between these parties that in the event it should become necessary or desirable, and as the result of the agreement between these parties, to eliminate or discard any of the Welfare, Pension, Apprentice, Retirement Savings Plan and/or SASMI benefits as set forth in this Agreement, the payments made by the Employer or required to be made for payment of such Welfare, Pension, Apprentice, Retirement Savings Plan and/or SASMI benefits shall, in such event, be added to and become a part of the wage rate of the employee.

The weekly payroll check or pay envelope must specify the number of straight time hours, overtime hours worked, and total earnings less all deductions; or in the alternative, total hours worked, straight time earnings, overtime earnings, and total earnings less deductions.

#### **ADDENDUM V**

**SECTION 1. – Joint Apprenticeship & Training Committee** – Each employer, parties to this Agreement, shall pay the current established Joint Apprenticeship & Training Committee contribution rate per hour to the Joint Apprenticeship Training Committee. This fund and the apprentice program shall be administered by the Joint Apprenticeship and Journeyperson Training Committee and the fund shall be used exclusively for the purpose of financing any and all costs involved with the apprentice training program.

#### **ADDENDUM VI**

**SECTION 1. - Swing or Suspended Pay:** Any employee assigned to a crew engaging in helicopter lifts, or single cable support systems (Bosum Chair Type), shall be paid a premium of Two dollars (\$2.00) per hour in addition to the hourly wages. On any job where an employee has been assigned to work on or from a swing or suspended platform, or while lifts by helicopter are being made, and works any part of the first Four (4) hours after reporting for work, the employees shall be paid Four (4) hours pay at the hourly wage rate, plus the above premium. If the employee works a fractional part of the second Four (4) hours of any Eight (8) hour day, he shall receive Four (4) hours pay at the hourly wage rate, plus the above premium. If an employee has been assigned to work on or from a swing or suspended platform or lifts by helicopter and has worked or received credit for the first Four (4) hours of work during any part of the second Four (4) hours of an Eight (8) hour shift, the employee shall be paid Eight (8) hours pay at the hourly wage rate plus the above premium.

**SECTION 2.** – Contractors shall furnish special clothing when required, including leather palmed gloves and hard hats. The contractor shall also furnish welders protective clothing such as leather sleeves, helmets, and gloves. Any required or necessary protective or safety equipment shall be provided by the contractor, “as required by law or the customer.” Cost of Safety Shoes is not to exceed Two hundred dollars (\$200.00), not to exceed One (1) pair of shoes per year.

Contractor will reimburse employee for purchase of prescription safety glasses not to exceed One Hundred and Fifty Dollars (\$150.00), not to exceed One (1) pair of glasses per year after 60 days of employment at contractor.

**ADDENDUM VII**

**SECTION 1. - Rates for Foremen on Field Erection only:**

2 to 9 Men	1 Foreman	+\$2.00
10 to 15 Men	1 Foreman	+\$2.00
	1 Sub-Foreman	+\$1.50
16 to 30 Men	1 Foreman	+\$2.00
	2 Sub-Foreman	+\$1.50
31 Men & Over	1 General Foreman	+\$4.00

**Foreman, including General Foreman, to be at a 10 to 1 ratio.**

**SECTION 2.** - In all shops of Two (2) or more SMART members, there shall be One (1) foreman, paid at the foreman rate per Section 1 of this Addendum VII, per shift. If shop has more than Thirty (30) sheet metal workers on any shift, the foreman shall be paid as general foreman, paid at general foreman rate per Section 1 of this Addendum VII, per shift.

**ADDENDUM VIII**

**UNION STEWARD**

**SECTION 1.** - The parties hereto agree that on every job undertaken by the Employer, there shall be a working Steward for said job or said shop. The Business Manager or Business Representative of the Union may appoint Stewards in the number and whomever they deem necessary, not to exceed One (1) Steward for every Twenty (20) employees on any particular job or shop.

**SECTION 2.** - The Parties hereto agree that on all field jobs employing Fifty (50) or more sheet metal workers, the Business Manager or Business Representative of the Union shall appoint a Chief Steward, and the Employer shall have transportation available within the limits of the jobsite, if required for the purpose of the Steward performing his or her duties.

**SECTION 3.** - The Steward shall have the right and duty to observe and make immediate report to the Union office and to the Employer involved, of any grievance, dispute or controversy involving the interpretation or application of any terms of the agreement, that he has been unable to adjust, and his Employer shall not, in any

manner, interfere with the performance of his duty or cause any retaliation or discrimination whatsoever because of the carrying out of his duty; a Steward shall not abuse his position as Steward at the expense of his Employer.

**SECTION 4.** - Nothing in the preceding Section shall prohibit an Employer from transferring a job or shop Steward to another job or laying a job or shop Steward off if a job is to be discontinued or temporarily halted for cause over which the Employer has no control, provided the Steward is the next to last journeyperson transferred or laid off from said job or shop. The Steward shall be the first employee recalled or rehired by the Employer for said job providing he is qualified to perform, after such layoff. Before a Steward is transferred or laid off, the Employer shall notify the Local Union of such action.

**SECTION 4A.** – If mutual agreement is not reached and the Steward is terminated or transferred, the Union has the right to an immediate grievance board hearing within Forty-eight (48) hours, unless time is extended by mutual agreement.

**SECTION 5.** – When employees work overtime, the hop or job Steward will be asked to work overtime on any job for which he is qualified to perform the work

**SECTION 6.** - The Steward shall have authority to report all safety hazards and unsafe working conditions on the jobsite to the contractor and/or his representative and members. The Steward shall promptly take care of injured workers and accompany them to their homes or the hospital, providing Management does not assume the responsibility with a competent individual as defined by OSHA, without any loss of time (not to exceed Four (4) hours), and report said injury to the proper officers of the Union and the Employer.

**SECTION 7.** – The job or shop Steward shall report to the office of the Union all requests of the Employer for overtime work and the names of journeypersons and apprentices working overtime in conjunction with Article VIII.

#### **ADDENDUM IX**

Employer shall at all times provide the following insurance protection:

a) Workmen's Compensation Insurance under the Workmen's Compensation Act of the State or of any other State in which employees represented by the Union may be employed. Employers employing members of International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union #24, or members of a local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers shall pay unemployment and workers' compensation tax on said members, regardless of the number of employees employed by the Employer, and shall furnish to the local Union office a certificate of compliance for workers' compensation.

b) Unemployment Compensation coverage under the State Unemployment Compensation Act.

c) Compliance with the Social Security Act. Any Employer under signed Agreement with any other local of the International Association of Sheet Metal, Air, Rail and Transportation Workers or a national contractor in signed Agreement with the International Association of Sheet Metal, Air, Rail and Transportation Workers shall, before commencing work within the jurisdiction of this Union, sign a Letter of Assent and furnish the Union evidence of compliance with the Workmen's Compensation Act of the State, the State Unemployment Compensation, and with the Federal Social Security Act.

### **ADDENDUM X**

#### **UNION CONTRACTOR:**

To be considered a Union contractor the Employer must have executed an Agreement with the Union, or an acceptance of the Agreement, or be covered by this Agreement by virtue of membership in the Sheet Metal Contractors of Central Ohio. Before the Union will enter into an Agreement with any Employer, it shall be the responsibility of the Employer to notify Local Union #24 as to the principal officers of their company. Notify the Union of their intention to open and operate a sheet metal shop and to engage in the business as a sheet metal contractor. Have an established and permanent business address or location. Have sufficient tools and equipment to comply with Article I of SFUA Agreement. The Employer to furnish a Red Cross or OSHA approved First Aid Kit. This will not be grievable but the Employer

will be required to take a First Aid Training Course if found in violation. Give employment to no less than One (1) journeyperson sheet metal worker. Submit evidence of compliance with or the ability to comply with all requirements of the State Bureau of Unemployment Compensation, the State Workmen's Compensation Act, and the Federal Social Security Act. A new Employer otherwise qualifying as a Union shop does not become eligible to employ an apprentice until the Employer has been in continuous business operation for at least One (1) calendar year, unless the Employer is engaged in specialty work or jobs under \$100,000 dollars, the Employer is expected to comply with applicable requirements of Bulletin IC-3, Specific Safety Requirements of the Industrial Commission of State, Relating to Construction.

**SECTION 1. - Association Recognition:** The Union shall recognize the Sheet Metal Contractors of Central Ohio, as the primary bargaining agent within the geographical jurisdiction of the Union, pertaining to all sheet metal work performed in the building and construction industry, excluding production shop work, and as the exclusive bargaining agent for contractor firms from whom it has a bargaining authorization.

**SECTION 2. -** It is understood and agreed that the Association is acting only as agent for those Employers who have authorized it so to act; and in no event shall it be bound as principal or be held liable for damages for any breach of this Agreement by any of the Employers for whom it is acting.

**SECTION 3. -** In accordance with past practice, it is understood and agreed that members of the Association and Employers who have designated the Association as their bargaining representative shall execute this contract in their individual capacity, which contract shall continue to be effective and binding upon said individuals in the event they shall resign from or withdraw their power of attorney from said Association prior to the expiration of this Agreement.

**SECTION 4. -** The Employer reserves and retains the right to direct, manage and control the business and the workforce, except to the extent that this Agreement specifically provides to the contrary.

**SECTION 5. -** The Employer shall pay to the Sheet Metal Contractors of Central Ohio, 3518 Riverside Drive, Columbus, Ohio 43221, hereinafter referred to as the Local Industry Fund, Twenty-One cents (\$0.21) per

hour for each hour worked, by all employees worked, 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. Contractors that do not contribute to Industry Promotion Fund are obligated to contribute Twenty-One (\$0.21) to the JATC.

**SECTION 6. - Joint Committee Meetings:** After execution of this Agreement, each party will appoint a committee. These committees shall meet in joint session in January, April, July and October of each year that the Agreement is in effect. It will be the purpose of these joint meetings to consider, discuss and resolve problems of mutual concern to the Industry. The Chairman of each committee will agree upon the date of these meetings and One (1) week before each meeting the committee members will be notified of the time and place of the meeting. The Sheet Metal Contractors of Central Ohio assumes the responsibility of the expenses of the meeting room, meals, secretarial services, and supplies in connection with these meetings.

## **ADDENDUM XI**

**SECTION 1. - Members Rights - Job Access:** An employee shall have the right to refuse to cross a picket line or refuse to work where a labor dispute exists, as provided in Sections Seven (7) and Eight (8) of the Labor Management Relations Act as amended, if pertinent, and neither the Employer nor the Union shall cause any disciplinary action whatsoever against such employee for exercising or not exercising such right.

**SECTION 2. -** The Employer shall not prohibit

representatives of International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union #24, from access to any shop or jobsite at any reasonable time provided that the representative first notifies the management of his presence.

**SECTION 3.** - The contractor agrees to provide Local Union #24 upon written request a report of awarded sheet metal shop and field jobs exceeding \$225,000 in value, within Four (4) working days of request. The said report is to include: Names and location(s) of project and list of sheet metal items the contract will cover.

**SECTION 4.** - Employees will be allowed Five (5) minutes to put tools away and wash up. Employees are entitled to drink non-alcoholic beverages at work stations. The Employer shall be responsible for cool drinking water, sanitary facilities, and a warm place to eat and change clothing for all construction sites.

**SECTION 5.** – If applicable, the Employer shall pay for Kentucky and West Virginia State HVAC licenses or renewal fees, not to exceed \$75.00/license, and a total of 10 licenses per company, per year.

## **ADDENDUM XII**

**SECTION 1. - Separability:** In the event that any portion of this Agreement becomes inoperative under Federal or State law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of this Agreement.

## **ADDENDUM XIII**

**SECTION 1. - Tools:** Contractors will provide a safe place on the job or in the shop for tools or replace loss. **Theft of Tools:** The Employer agrees to provide adequate protection for safeguarding tools at the jobsite. The Employer shall be responsible for the loss (by theft) of employee's tools due to reported forced entry. The employee shall furnish a list of his tools to the foreman on the jobsite or the company at the start of his employment.

The tools listed below shall be the contractor's responsibility to replace due to theft. A maximum reimbursement on tools will be Five Hundred dollars (\$500.00). Employee shall be reimbursed within Fifteen (15) calendar days or pay a fine of Fifty (\$50.00) per day to the employee.

Employees shall not be permitted or required to supply or furnish tools except the tools on the following list, employers shall supply all other necessary tools. Necessary hand tools as stated in Section 1 of Article IX of the SFUA shall be considered as follows:

Combination Square with level  
Dividers  
Drift Pins  
Tinnners Hammer  
Center Punch  
Small Whitney  
3/8" ratchet  
1/2" and 9/16" socket  
Scratch Awl  
Screw Drivers (#2 Phillips & 6" x 5/16 Flat Head)  
Aviation Snips: Right and Left cut  
Tongs  
Vice Grips (Two pair of 10WR)  
Crescent Wrench  
Measuring Tape  
Tool Box or Tool Bucket  
Tool Pouch and Belt

#### **ADDENDUM XIV**

**SECTION 1.** - It is agreed that employees who while on the job suffer injuries which require emergency hospital treatment or doctors care and which render the employee incapable of continuing work for that day shall be paid no less than Four (4) hours and no more than Eight (8) hours pay depending upon when the disabling injury was incurred; if before Twelve o'clock (12:00) noon the minimum shall be paid; if after Twelve o'clock (12:00) noon the maximum shall be paid.

**SECTION 2.** - In accordance with the provisions of the William-Steiger Occupational Safety and Health Act of 1970 (29 U.S.C. 65), each Employer shall:

Furnish to each employee, employment that is free from

recognized hazards which are likely to cause death or serious physical harm to employees which is in compliance with Occupational Safety and Health Standards promulgated under this Act.

**SECTION 3.** – Each employee shall comply with occupational safety and health standards and all rules, regulations and orders issued pursuant to this Act which are applicable to employee's own actions and conduct.

**SECTION 4.** – Sheet metal workers shall complete OSHA 10 and 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.

#### **ADDENDUM XV**

#### **SHEET METAL WORKERS' LOCAL NO. 98 WELFARE FUND AND PENSION FUND**

The Welfare and Pension Funds heretofore established between the parties to this Agreement, and known respectively as Sheet Metal Workers' Local No. 98 Welfare Fund and Sheet Metal Workers' Local No. 98 Pension Fund, will continue in effect until expressly terminated. The Funds will continue to be separately and jointly administered by the parties hereto in accordance with the terms and conditions of the Agreements and Declarations of Trust establishing these Funds.

## **JOURNEYPerson TRAINING & APPRENTICESHIP FUND**

The parties have agreed and hereby establish a Joint Apprenticeship Committee and Journeyperson Retraining for Sheet Metal Trust Fund, the same to be jointly administered by the parties hereto. This Fund shall be created from contributions paid into it by the Employer. The manner, method and time for the receipt of contributions hereafter set forth shall be as directed by the parties hereto and be uniform with the procedures established for contributions to the Welfare and Pension Funds.

Journeyperson training is recognized by the Union and Management as a necessity to maintain the quality of craftsmanship and safety. Therefore, various upgrading courses will be made available through the Labor/Management Committee, along with safety training to comply with OSHA regulations. An employee may receive a Course Instruction Referral slip, stating the course to be taken and dates offered. Said referral slip shall be signed off by the employer, foreman, and Union representative. Upon completion of said course the employee shall receive a validation certificate which shall be recognized by employers that said course was satisfactorily completed and met all required standards. Failure of employee to attend journeyperson training could result in discharge or non-referral for future employment.

## **RETIREMENT SAVINGS PLAN**

The Parties have agreed and hereby establish effective January 1, 2001, a retirement plan and trust, to be known as the Sheet Metal Workers Union Local No. 24 Columbus Area Retirement Savings Plan. The retirement savings plan will be separately and jointly administered by the Parties hereto in accordance with the terms and conditions of the Agreement and the Declaration of Trust establishing such Fund.

### **CONTRIBUTIONS**

**WELFARE:** Effective as of June 1, 2023, the Employer shall contribute to Sheet Metal Workers' Local No. 98 Welfare Fund the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 per hour for all hours worked to each employee covered by the terms of this Agreement.

**LOCAL PENSION:** Effective June 1, 2023, the Employer shall contribute to the said Pension Fund the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 per hour for all hours worked to each employee covered by the terms of this Agreement.



**JOINT APPRENTICESHIP TRAINING**

**COMMITTEE:** Effective June 1, 2023, the Employer shall contribute to the Joint Apprenticeship and Journeyman Training Fund (JATC) the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 per hour for all hours worked to each employee covered by the terms of this Agreement.

**RETIREMENT SAVINGS PLAN:** Effective June 1, 2023, the Employer shall contribute to the said Retirement Savings Plan Fund the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 for all hours worked to each journeyman in the building trades covered by the terms of this Agreement. Pre- apprentices, first-year apprentices, and second-year apprentices covered by the terms of this Agreement shall receive no contribution to the Retirement Savings Plan Fund. All other apprentices and classified workers covered by the terms of this Agreement shall receive a contribution per hour worked from the Employer to the Retirement Savings Plan Fund in an amount equal to a percentage of the Base Contribution, where such percentage is equal to the percentage of wage and fringes applicable to such classification of apprentice or worker under this Agreement.

**NATIONAL PENSION FUND:** Effective June 1, 2023, the Employer shall contribute to the National Pension Fund the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation

Workers Local #24 per hour for all hours worked to each employee covered by the terms of this Agreement. National Pension Plan payments to be made directly to the Fund Office on forms supplied by International Association of Sheet Metal, Air, Rail and Transportation Workers.

**INTERNATIONAL TRAINING INSTITUTE:**

Effective June 1, 2023, the Employer shall contribute to the International Training Institute the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 per hour for all hours worked to each employee covered by the terms of this Agreement and to be mailed as designated on the form supplied by International Association of Sheet Metal, Air, Rail and Transportation Workers.

**N.E.M.I.:** Effective June 1, 2023, the Employer shall contribute to N.E.M.I. the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 per hour for all hours worked to each employee covered by the terms of this Agreement and to be mailed as designated on the form supplied by International Association of Sheet Metal, Air, Rail and Transportation Workers.

**SMOHI:** Effective June 1, 2023, the Employer shall contribute to SMOHI the current contribution rate agreed to by the Contractors Association and the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24 per hour for all hours to each

employee covered by their terms of this Agreement and to be mailed as designated on the form supplied by International Association of Sheet Metal, Air, Rail and Transportation Workers.

**NATIONAL SCHOLARSHIP FUND:** Effective June 1, 2003, the employers will contribute to the International Association of Sheet Metal, Air, Rail and Transportation Workers Scholarship Fund One cent (\$0.01) per hour for each hour worked by each employee of the Employer covered by this Agreement, except pre-apprentices, apprentice members and classified workers. Effective June 1, 2004, apprentice members and classified workers will be included in this deduction. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted for the purpose of transmittal through the National Benefit Funds.

### **CREDIT UNION**

Each employer agrees to make deductions from the total weekly gross pay of each member of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local #24, whom the employer employs under Article 1, Section 1 of this agreement on the basis of individually signed authorization cards, or phone in request to the credit union.

The deduction with a monthly payroll report as may be required shall be mailed to the office of the Pathways Financial Credit Union, 5665 North Hamilton Road, Columbus, Ohio 43230 not later than the Twentieth (20th) of the month following the month in which workman performed work for an employer.

### **COUNCIL'S FUNDS, BUILDING FUND ASSESSMENTS AND VOLUNTARY CONTRIBUTIONS**

It is agreed that upon receipt of a signed individual Authorization from any employee covered under this Agreement, the Council's Fund, Building Fund, and Dues Assessment will be established in the following amounts (or whatever deduction is properly adopted by the Union membership and certified to the Association in writing per payroll hour from the net pay of each of his employees for a Dues Check-Off): Council's Fund and Dues Assessment is Two and Three quarter percent (2.75%) of the Total Package plus; Columbus Construction Fund is Thirty Nine cents (\$0.39); Building Fund is Twelve cents (\$0.12) plus; JAC/COPE is Five cents (\$0.05) plus; P.A.L. is Five cents (\$0.05). P.A.L. is a Voluntary Contribution.

### **SASMI - NATIONAL STABILIZATION AGREEMENT OF SHEET METAL INDUSTRY**

### **APPROVED STANDARD COLLECTIVE BARGAINING CLAUSE**

The undersigned Employer and Local Union agree as follows: Beginning on January 1, 1975, the Employer shall make monthly payments in an amount equal to Three Percent (3%) of the wage package excluding Industry Promotion Fund, JATC Fund, SMOHI, ITI, International Scholarship Fund and NEMI. The SASMI contribution shall be calculated by the Union and Employer in cents per hour and shown in the wage package. It is agreed by both parties that the SASMI

work rules will become a part of this Agreement through adoption of the SASMI Program.

### **ADMINISTRATION**

The effective administration of the aforesaid Funds depends in large measure upon the prompt payment of contributions in accordance with the applicable rules and regulations adopted for their administration. The Agreements and Declarations of Trust and the Rules and Regulations adopted for their administration shall become a part of this Agreement as though fully written herein. The Employer Trustees of said Funds, together with their successors, are designated by the Employer as their continuing representatives for the purposes set forth in the respective Agreements and Declarations of Trust.

### **DELINQUENCY**

Every Employer is obligated to make contributions to Sheet Metal Workers Local No. 98 Pension Fund, Sheet Metal Workers Local No. 98 Welfare Fund, Sheet Metal Workers Union Local #24 Columbus Area Retirement Savings Plan, Sheet Metal Workers Local Union #24 Joint Apprenticeship and Training Committee and the Pathways Financial Credit Union in accordance with the terms of this Agreement and in accordance with the terms of the Trust Agreements and Plans of Sheet Metal Workers Local No. 98 Pension Fund, Sheet Metal Workers Local No. 98 Welfare Fund, Sheet Metal Workers Union Local #24 Columbus Area Retirement Savings Plan, Sheet Metal Workers Local Union #24 Joint Apprenticeship and Training Committee and the Pathways Financial Credit Union, 5665 North Hamilton Road, Columbus, Ohio 43230.

All contributions and deductions payable to the Funds or Plans shall be transmitted by check to the offices of the Funds or Bank, with forms showing employees who have worked, and number of hours they have been paid, and such other data and information as may be required, no later than the 20th of the month immediately following the calendar month in which the work was performed. In the event an audit of the Employer's records is refused, reports not furnished, or contributions not paid as aforesaid, the Trustees or Union shall have the right to take such legal action as may be necessary, in addition to any other action reserved to the Union to enforce payment of contributions and deductions and to collect such amounts as may be due under the terms of this Agreement, the Trust Agreements and the Plans.

If an Employer fails to pay any contributions due, the Employer shall be liable for:

- 1) the unpaid contributions;
- 2) interest on the unpaid contributions;
- 3) liquidated damages up to Twenty Percent (20%) of the unpaid contributions.
- 4) reasonable attorney's fees and costs of any legal action brought against the Employer to collect contributions or other amounts due hereunder or to enforce the payment of such contributions or other amounts required to be paid hereunder;
- 5) punitive damages in the event of persistent or willful failure or refusal to timely pay contributions required hereunder.

The Trustees or Union are authorized to seek against every delinquent Employer all legal or equitable relief, which may be appropriate.

Interest on unpaid contributions shall be at the rate of Twenty Percent (20%) per annum or the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, whichever is greater, and all interest shall be compounded daily.

If an Employer has been delinquent in making contributions required under this agreement for Thirty (30) days, the Employer shall pay the required contributions at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for Ninety (90) days.

Disputes concerning or arising out of any failure or refusal by any Employer to pay contributions to Sheet Metal Workers' Local No. 98 Pension Fund, Sheet Metal Workers' Local No. 98 Welfare Fund, Sheet Metal Workers Union Local #24 Columbus Area Retirement Savings Plan, Sheet Metal Workers' Local Union #24 Joint Apprenticeship and Training Committee and the Pathways Financial Credit Union in accordance with the terms of this Agreement shall not be subject to the grievance procedures contained in this Agreement, the Standard Form of Union Agreement, or any Addendum thereto and there shall be no requirement that the Trustees or Union exhaust any remedies whatsoever prior to the institution of legal action in a court of competent jurisdiction. All agreements not to strike, expressed or implied, contained in this Agreement, The Standard Form of Union Agreement, any Addendum thereto or any agreement between the International Association of

Sheet Metal, Air, Rail and Transportation Workers, Local #24, Sheet Metal Contractors of Central Ohio and/or any Employer have no application whatsoever to any dispute over a failure or refusal of any Employer to pay contributions in accordance with the terms of this Agreement. If any Employer fails to pay contributions in accordance with the terms of this Agreement, the Union will strike such Employer until all contributions are paid and also until such Employer has paid all other amounts which may become payable hereunder as a result of the Employer's failure or refusal to pay contributions. Any failure to make timely payment of contributions is a failure to pay contributions and no late payment of contributions shall deprive the Union of its right to strike or withhold employees until all amounts due as the result of such failure or refusal to make timely payment of contributions have been paid in full. The Union shall not be liable to any Employer in any amount for damages resulting from or in connection with any strike or withholding of employees in accordance with the terms of this Agreement and this Agreement shall not be interpreted to permit any injunction against any strike or withholding of employees hereunder.

The Trustees or the Union shall initiate legal action hereunder when, in their judgement, such legal action is in the interests of the participants and beneficiaries of Sheet Metal Workers' Local No. 98 Pension Fund, Sheet Metal Workers Local No. 98 Welfare Fund, Sheet Metal Workers Union Local #24 Retirement Savings Plan, Sheet Metal Workers Local Union #24 Joint Apprenticeship and Training Committee and the Pathways Financial Credit Union. Also, a copy of the remittance form must be sent to the Sheet Metal Workers Local No. 98 Pension & Welfare Funds, 9200 U.S. Route

60, Ona, WV 25545. If the contractor does not provide Funds with remittance form the Union has the right to an immediate grievance board hearing within Seventy-Two (72) hours unless time is extended by mutual agreement. The Trustees or the Union, consistent with the interests of such participants and beneficiaries, and upon such terms as are just and proper may settle, adjust or compromise any claims hereunder. No failure to institute legal action against any Employer and no settlement, adjustment or compromise of any claim against any Employer shall bar in whole or in part or be relevant in any way to any legal action or claim against any other Employer. No failure by the Union to strike or withhold employees from any Employer shall prevent the Union from striking or withholding employees from that Employer or from striking or withholding employees from any other Employer.

### **SECURITY**

Every Employer working hereunder will contribute to the Welfare Fund, The Pension Fund, Retirement Savings Plan, the JAC Sheet Metal Fund, The National Pension Fund, SASMI, ITI-NEMI Fund and SMOHI, in the amount fixed by the current collective bargaining agreement, and will make the deductions from the wages of its employee of the amount agreed upon for the Pathways Financial Credit Union, Inc., Council's Fund, Building Fund and the Assessments.

Where any Employer fails to make timely payments of wages, contributions and deductions, or to make a correct report, the Trustees of the respective funds or the Union, in addition to any other right reserved to them, may terminate the Employer from any further participation in the fund by sending a Notice of Termination to the Employer at his last known address shown. This Notice of Termination shall state the cause for termination and the date on which coverage of the Employer's eligible employees terminates.

Each Employer shall post annually, effective January 1st of each year, a surety Bond to insure payment of wages, deductions and contributions. The amounts of such bonds shall be based upon a 12 month rolling average number of Employees of each employer starting October 1st through September 30th each year, as calculated by the Administrator of Sheet Metal Workers Local No. 98 Pension Fund. The amount of bonds required to be posted are as follows:

One (1) to Four (4) employees	\$ 20,000.00
Five (5) to Ten (10) employees	\$50,000.00
Eleven (11) to Twenty (20) employees	\$100,000.00
Twenty One (21) to Thirty Five (35) employees	\$175,000.00
Thirty Six (36) to Fifty Five (55) employees	\$275,000.00
Fifty Six (56) and Over	\$300,000.00

Additional \$25,000.00 for each additional 5 employees after 60

I.E. 100 Employees           \$500,000.00

New Bond Amounts effective 1/1/24

All of the bonds must contain provisions requiring the Surety Company to send copies of the bonds to each of the following before commencing work: Administrator, American Benefit Corporation, 9200 U.S. Route 60, Ona, WV 25545, Sheet Metal Workers (SMART) Local #24, 3035 Lamb Avenue, Columbus, Ohio 43219, Sheet Metal Contractors of Central Ohio, 3518 Riverside Drive, Columbus, Ohio 43221 and Sheet Metal Workers (SMART) Local #24, 6550 Poe Avenue, Dayton, Ohio 45414. All bonds must contain provisions requiring written notices of cancellation to be sent to the Administrator, and stating that the bond shall remain in effect unless and until said written notice of cancellation shall be received by the Administrator.

Any Employer which fails to post or maintain in effect the bond hereinabove required shall have its employees withdrawn by the Union, and be subject to strike action, all provisions of this Agreement to the contrary notwithstanding, and shall have no recourse to any legal or equitable remedy against the Union, Sheet Metal Contractors of Central Ohio, American Benefit Corporation, Sheet Metal Workers (SMART) Local No. 98 Welfare Fund, Sheet Metal Workers (SMART) Local #24 Retirement Savings Plan, Sheet Metal Workers (SMART) Local No. 98 Pension Fund, or their officers, members, agents and employees. Such withdrawal of employees and strike action shall be maintained until the proper bond has been posted, and all wages, contributions to Funds, deductions and all other payments required by this agreement, and due and owing, have been paid in full. The Union and the trustees of the funds may, jointly and severally, take and file all other legal actions against such Employer as they in their sole discretion may deem necessary.

Contractors who currently pay weekly as of June 1, 2023, can continue to pay weekly. Any new employer with less than 11 employees can pay weekly for the first 12 months.

If any or part of any fringe benefit contribution is dropped by agreement of the parties, the amount of the contribution rate shall be added to the hourly rate.

The terms and conditions of the Standard Form of Union Agreement as modified and supplements, effective the First (1st) day of June 2023, shall continue in full force and effect until the Thirty-First (31st) day of May, 2026, and from year to year thereafter, unless written notice of reopening is given no less than Ninety (90) days prior to the termination date or the anniversary date, as the case may be. In the event notice of reopening is not given, the Agreement as modified and supplemented shall continue in force and effect until conferences relating thereto have been terminated by either party.

## ADDENDUM XVI

**SECTION 1.** - The Employer agrees that none but journeypersons and apprentices shall be employed on any work described in Article I and further, for the purpose of providing 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 the commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to and by and between SMACNA and SMART, shall be provided to the Employer.

## ADDENDUM XVII

**SECTION 1.** – It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship Training Committee shall grant Pre-apprentices on the basis of One (1) Pre-Apprentice to One (1) Apprentice and Three (3) Journeypersons employed by the Employer.

## ADDENDUM XVIII

**SECTION 1.** - Classified Workers may be employed in the following ratio:

- A. One (1) classified worker for any Employer who employs an apprentice;
- B. Two (2) classified workers for any Employer who employs at least Three (3) apprentices;
- C. Thereafter, the ratio will be One (1) classified worker for each additional Three (3) apprentices employed.

**SECTION 2.** - Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyperson. The wage rate for classified workers will not be less than Forty percent (40%) of the journeyperson wage rate. They shall be covered by the local Health and Welfare plan. Pension and Retirement Savings Plan contributions shall be the same percentage as their wage rate.

**SECTION 3.** - 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 Seventy-two (72) hours, the Employer may directly hire such employees, and refer them to the Union.

This Standard Form of Union Agreement has provided for the inclusion of pre-apprentices and a reduction of the wage schedule for new apprentices. The purpose of this is to make contractors more competitive with non-union competition. To achieve that objective employers agree to minimize multiple markups.

### **SECTION 4. - Classified Workers:**

First Year	40% Journeyperson Base Rate
Second Year	50% Journeyperson Base Rate
Third Year	60% Journeyperson Base Rate

**Effective JUNE 1, 2023 through MAY 31, 2024:**

	40%	50%	60%
	1st Yr.	2nd Yr.	3rd Yr.
Basic Wage	\$14.44	\$18.05	\$ 21.66
Health & Welfare	\$ 8.07	\$ 8.07	\$ 8.07
Local Pension	\$ 3.41	\$ 4.26	\$ 5.11
National Pension	\$ 1.50	\$ 1.88	\$ 2.26
Retirement Savings	\$ 1.53	\$ 1.91	\$ 2.29
Industry Promotion Fund	\$ 0.21	\$ 0.21	\$ 0.21
I.F.U.S.	\$ 0.15	\$ 0.15	\$ 0.15
ITI/NEMI	\$ 0.15	\$ 0.15	\$ 0.15
SMOHISMOH	\$ 0.02	\$ 0.02	\$ 0.02
SMW Scholarship Fund	<u>\$ 0.01</u>	<u>\$ 0.01</u>	<u>\$ 0.01</u>
<b>TOTAL PACKAGE</b>	<b>\$29.49</b>	<b>\$ 34.71</b>	<b>\$ 39.93</b>

**UNION DEDUCTIONS**

Union Assessments on Hours Worked.

3-1/2% of Basic Hourly Wage

Building Fund: \$0.10

Construction Fund: \$0.19

SMART Assessment as required by The International Association of Sheet Metal, Air, Rail and Transportation Workers. Currently \$0.20 through June 30, 2024. This assessment is subject to future increases which will be determined by the International Association of Sheet Metal, Air, Rail and Transportation Workers.

**VOLUNTARY DEDUCTIONS**

(with signed authorization form)

P.A.L.            \$0.05

**Effective JUNE 1, 2023 through MAY 31, 2024**

**\$3.00** increase - distribution to be determined

**Effective JUNE 1, 2024 through MAY 31, 2025**

**\$3.00** increase - distribution to be determined

**Effective JUNE 1, 2025 through MAY 31, 2026**

**\$3.00** increase - distribution to be determined



**SECTION 5.** Classified workers will apply to the following Articles and Sections:

ARTICLE III, SECTION 1  
ARTICLE IV, SECTION 1  
ARTICLE VIII, SECTION 2  
ARTICLE VIII, SECTION 5  
ARTICLE VIII, SECTION 10  
ARTICLE VIII, SECTION 15  
ARTICLE IX, SECTION 1  
ARTICLE IX, SECTION 2  
ADDENDUM XIII, SECTION 1  
ADDENDUM XVIII, SECTION 1

### **ADDENDUM XIX**

#### **SMWIA/SMACNA JOINT ALCOHOL AND SUBSTANCE ABUSE COMMITTEE SUBSTANCE TESTING POLICY**

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

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.

All Employers engaged in work within the jurisdiction of the TRI-STATE BUILDING TRADES will remit Twelve cents (\$0.12) per hour work (on all employees on job) to the L.E.A.D. drug and safety program. The jurisdiction includes: Boyd, Breathitt, Carter, Elliott, Fleming, Floyd, Greenup, Johnson, Knott, Lawrence, Lewis, Magoffin, Martin, Morgan, Perry, Pike and Rowan in Kentucky. Adams, Gallia, Highland, Hocking, Jackson, Lawrence, Pike, Ross, Scioto and Vinton in Ohio. Cabell, Logan, Mason, Mingo, and Wayne in West Virginia. The remittance will be a separate monthly reporting form dedicated to the Tri-State Labor Education and Development Program. The address and all other needed information is included on the remittance form.

All Employers engaged in work within the Local Union #24 Columbus area jurisdiction will remit Ten cents (\$0.10) per hour worked on all employees on job to the PARKERSBURG-MARIETTA CONTRACTORS AND TRADES EDUCATIONAL AND DEVELOPMENT FUND. The jurisdiction includes: Athens, Delaware,

Fairfield, Fayette, Franklin, Guernsey, Knox, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, and Union Counties, Ohio; and, Lincoln County, West Virginia; and, Bath, Bell, Harlan, Knox, Leslie, Letcher, Menifee, Whitley, and Wolfe Counties, Kentucky. The remittance will be a separate monthly reporting form dedicated to the Parkersburg-Marietta Contractors and Trades Educational and Development Fund. The address and all other needed information are included on the remittance form.

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

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

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

These include:

1. Pre-employment screening.

2. Probable cause.

3. Work opportunity mandated testing.

Whenever testing is utilized it shall be accomplished through dignified and human procedures insuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. For all testing, test shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or standards established by the applicable State having jurisdiction, whichever are the more stringent; maintain high quality control procedures; and follow manufacturer's protocols.

All initial positive tests shall be subject to a confirmation assay such as a Gas Chromatography with Mass spectrometry (GC/MS). The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, or those of Established by the State having jurisdiction, whichever are the more stringent.

**PRE-EMPLOYMENT SCREENING:** The screening of new prospective employees (job applicants, not members of the Union) may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment offered.

Therefore, pre-employment drug/alcohol testing of applicants, not currently members of the Union for sheet metal positions covered by the terms of a collective bargaining agreement may screen out those with a substance abuse problem.

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

**WORK OPPORTUNITY MANDATED TESTING:** In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace.

There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

**DRUG-FREE WORKPLACE PROGRAM:** Employers may engage in testing as necessary for participation in the Ohio Bureau of Workers’ Compensation’s Drug-Free Workplace Program, notwithstanding anything within this policy. Additionally, Employers may promulgate,

implement and administer employee assistance programs and any additional policies and procedures designed to meet the requirements of such Drug-Free Workplace Program in compliance with the Governors Executive Order 2002-13T. Any and all annual drug screens and required annual education classes will be conducted on the employee’s time. Any and all random drug tests shall be performed on the employer’s time.

## **ADDENDUM XX**

### **MOBILITY OF MANPOWER WITHIN LOCAL #24**

The following procedure shall be utilized regarding the mobility of manpower from One (1) collective bargaining area to another area within the territorial jurisdiction of Local #24.

- A. The Contractor may send Four (4) sheet metal workers from the Columbus Area Jurisdiction. The fifth sheet metal worker will be dispatched from the area that covers the location of the project and the remaining workers will be dispatched at a 1:1 ratio, up to a crew of 12 people.

## **ADDENDUM XXI CODE OF EXCELLENCE**

Effective June 1, 2015, the parties have agreed to adopt the Code of Excellence as provided by the International Association of Sheet Metal, Air, Rail and Transportation Workers

**SHEET METAL CONTRACTORS OF CENTRAL  
OHIO**

S/C.W. Park, Esq.

**INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS  
LOCAL UNION #24  
(Columbus Area)**

S/Rodney French

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Individual Contractor Firm Name (Please Print)

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Official Authorized Firm Representative and Title

---

Local Union Business Representative

Date \_\_\_\_\_

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

**NO. 24**

**3035 Lamb Avenue  
Columbus, Ohio 43219  
Phone: 614-471-8571**

**Rodney French, Business Manager  
Phone: 1-800-634-6574  
Fax: 1-937-665-0417**

**WELFARE AND PENSION FUND  
American Benefit Corporation**

**9200 US Route 60  
Ona, WV 25545  
Phone: 800-778-6118**

**JOINT APPRENTICESHIP COMMITTEE TRUST  
FUND**

**3031 Lamb Avenue  
Columbus, Ohio 43219  
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**Steve Allen, Coordinator**

**SHEET METAL CONTRACTORS OF CENTRAL  
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**C.W. Park, Executive Director**