

AGREEMENT
Between
INTERNATIONAL ASSOCIATION of SHEET
METAL, AIR, RAIL and
TRANSPORTATION WORKERS'
(SMART)
LOCAL UNION NO. 83

and

CAPITAL DISTRICT SHEET METAL
AND AIR CONDITIONING
CONTRACTORS, INC.

Effective – June 1, 2022
Terminates – May 31, 2025



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AGREEMENT

Agreement entered into this 1st day of June, 2022 by and between Capital District Sheet Metal and Air Conditioning Contractors, Inc. hereinafter referred to as the Employer and Local Union No. 83 International Association of Sheet Metal, Air, Rail and Transportation Workers' hereinafter referred to as the Union for Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington Counties.

The paragraphs of this Agreement designated by Article Number and Section Number constitutes the Standard Form of Union Agreement. The paragraphs designated by Article Number, Section Number and Capital letter constitute the addendum to Standard Form of Union Agreement and where the addendum differs or conflicts with the Standard Form of Union Agreement, the addendum clause shall govern. If any provision of this Agreement shall violate any applicable statute or is held invalid by any court or government agency having jurisdiction, such validity shall not affect the validity of the remainder of this Agreement and such provision or articles shall be void.

ARTICLE I

Section 1 - SCOPE OF WORK

This agreement covers the rates of pay, and conditions of employment of all employees of the employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers'.

Section 1A - TOOLS & EQUIPMENT JURISDICTION

The Employer recognizes sole jurisdiction of sheet metal workers over the operation and minor maintenance of tools and equipment which are used in performing the work under said craft's jurisdiction. The Employer recognizes the sole jurisdiction over the operation and minor maintenance of tools and equipment which are used in performing work which comes under the jurisdiction of said craft, before their equipment was utilized.

Section 1B - POWDER ACTIVATED TOOLS

Powder activated tools are to be used under the Federal Occupational Safety and Health regulations only.

ARTICLE II

Section 1 - SUBCONTRACT JOB SITE

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

Section 1A - COMPENSATION & UNEMPLOYMENT INSURANCE

The Employer agrees that all employees covered by this Agreement, in their employ, shall be covered by and in accordance with the New York State Compensation Act and the New York State Unemployment Insurance Law.

This requirement applies to all Employers, whether or not required by law, to so protect their employees.

Section 1B - DISABILITY INSURANCE

The Employer agrees to provide and maintain an individual New York State Disability Insurance policy. Deductions will be made from each employee's weekly pay as prescribed by law.

Section 2 - SUBCONTRACT FABRICATION

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.

Section 3 - SUBCONTRACT

The employer agrees that employees covered under this agreement will be used to fabricate all work defined in Article I, Section 1 of this Agreement notwithstanding those items listed under Article VIII.

Notwithstanding the right to subcontract to any employer signatory to Sheet Metal Workers' Local #83 collective bargaining agreement, the employer shall make a good faith effort to perform all the sheet metal work in its contract with its own employees, but the employer reserves the right to purchase union fabricated materials (made by an entity paying Local #83's pay scale) at the lowest competitive price.

ARTICLE III

Section 1 - HIRING

The Employer agrees that none but journey person, apprentice and classified sheet metal workers shall be employed on any work described in Article I.

Section 1A - LAYOFF

When an employee is laid off, he/she shall be paid in full. If laid off for lack of work, the employee shall be issued a layoff slip by the employer for use when applying for NYS unemployment. He/she shall be notified, only, not later than 2 hours before quitting time on the day on which he/she is to be laid off. The employee shall work until the end of his/her regular working day with adequate time to pick up his/her tools. If the employee is not so notified, the Employer is to pay the employee two (2) hours' pay.

ARTICLE IV

Section 1 - FURNISHING EMPLOYEES

The Union agrees to furnish upon request by the Employer, duly qualified journey person and apprentice sheet metal workers (should classified workers be added here?), 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. Apprentices are subject to the provisions of Article XI of this Agreement.

Section 1A - EMPLOYER HIRING RIGHTS

If such qualified members are not made available by Local Union #83, within forty-eight (48) hours, then the Employer may hire whomsoever he/she sees fit to fill the position.

Section 1B - EMPLOYER NOTIFICATION

The Employer agrees to notify the Union within twenty-four (24) hours if any employees are hired to perform any work covered by Article I of this Agreement, who are not members of Local Union #83.

Section 2 - MANAGEMENT RIGHTS

The Contractor retains full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractor shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for cause. No customs or practices shall be permitted or observed which limits or restricts production. The contractors shall utilize the most efficient method or techniques of construction, tools or other labor savings devices. There shall be no limitations upon the choice of raw material or design, nor be there any limits on production by workers or restriction on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE V

Section 1 - UNION SECURITY (8 Day Rule)

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

Section 1A - UNION SECURITY (Representatives Visits)

The Business Manager or Business Representatives of the Union shall have the privilege of going through the shop or job site at all times, subject to security regulations and proper safety training as well as insurance coverage to be shown when requested, to examine the cards of its members and to transact legitimate business. They may not hold a meeting or a general assembly without employer's permission during working hours.

Section 1B - UNION SECURITY (Steward's Clause)

Any new Union steward in the shop shall be mutually agreed to by both the Local Union #83 Representatives and an Employer Representative from those employees employed for at least 2 years by that employer

Any new job site steward shall be an employee mutually agreed to by both the Local Union #83 Representative and an Employer Representative. The Job site Steward shall remain on the job until job is completed, unless mutually agreed to by Steward and Union

There shall be a Union Steward on all jobs as well as in this shop, during all working hours where four (4) or more employees are employed; the Steward may not be transferred without notice to the Business Manager.

The Employer, or duly authorized representative, shall notify the Union Business Office and Steward seventy-two (72) hours in advance (excluding weekends and holidays) of laying off a duly appointed Steward.

Each such steward, if qualified to perform the work, shall be the last person other than the foreperson to be discharged.

The Employer shall be notified when shop stewards are appointed.

The shop steward or the job site steward shall not be discriminated against in any manner by the Employer because of his activities on behalf of the Union, or discharged or transferred for Union activity

If a dispute arises as to the proper performance of a Steward's duties, the steward will remain on the job until a Local Joint Adjustment Board hearing takes place, within seventy-two (72) hours whenever possible, excluding Saturdays, Sundays, and Holidays. Unless the dispute is promptly resolved, it shall be resolved in accordance with Article X of this Agreement.

If either party fails to meet, such party shall be liable for one day's pay to the employee for each working day lost and another meeting shall be scheduled within twenty-four (24) hours; above mentioned penalty to be imposed upon the party not showing up for the meeting. This procedure shall be followed until the meeting is held.

No shop/field steward shall have the authority to stop any work.

When the job requires overtime, then the job site or shop steward, if qualified to perform the work, shall be included in this work. The steward shall not replace any employee already working on the job, whether in the shop or the job site.

The Steward shall be the second from the last person on the job or in the shop. In the event of a temporary shutdown, if the Steward is not the second person rehired on the job or in the shop, the Union shall have recourse to a grievance hearing under Article X; such hearings shall be held seventy-two (72) hours (exclusive of weekends and holidays) of the time the Steward is not rehired, and the same penalty as above shall apply. Steward shall be notified by the Employer when overtime work is necessary and given the name of the employees working overtime. The steward will be given first refusal for participation in any overtime.

The Shop Steward will be provided information on location of jobs, job numbers and local union areas.

Bulletin Boards shall be made available by the Company for the exclusive use of the Union for the posting of union notices.

The shop or job site steward shall report to the office of the Union, all requests of the Employer for overtime work and the names of journeyperson and apprentices working overtime.

All new employees reporting for work at the shop or on the job site shall report to the shop or job site steward before starting work.

Section 2 - UNION SECURITY

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

Section 3 - UNION SECURITY

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

Section 4 - JOB REPORT FORM
(Work to be Performed statement)

All signatory contractors will be provided with a job reporting form (for jobs over \$25,000) which must be completed and mailed to the Union prior to starting each project. This will allow the Union to track which jobs were awarded to union contractors and eliminate unnecessary trips to job sites. These forms shall be submitted monthly to the Union Hall along with the fringe benefit reports and remittances. If an employer fails to provide the Union Hall with "work to be performed job reports" for each job awarded (over \$25,000) within 14 days, he/she is subject to a \$100 fine.

ARTICLE VI

Section 1 - HOURS - REGULAR & OVERTIME

The regular working day shall consist of eight (8) hours labor in the shop or on the job, between seven (7:00) a.m. and three-thirty (3:30) p.m., Monday through Friday unless modified in local negotiations. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate.

Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1/2) times the regular hourly rate.

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

Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. It is mutually agreed that if room and board is required it is paid for days worked. It is also agreed that after forty (40) hours: the first workday will be 1-1/2 times for the first 8 hours, then double time after eight hours. These days will consist of Fridays and Saturdays. Sunday will be double time.

Section 1A - HOURS - FLEXIBLE

If it becomes necessary to work other than the normal working hours during the regular workweek, the workday shall still consist of eight (8) hours. Those eight consecutive hours can be worked only between the hours of 5:00 a.m. and 8:00 p.m.

The Union must be notified of any work performed outside the regular working hours of 7:00 a.m. and 3:30 p.m.

Section 1B - SATURDAY MAKE-UP DAY

Contractors must prove that unless they are allowed to work Saturdays as a "make-up day" they will lose the job. It must be a condition involved in that particular job.

It is not intended to mean that if a person loses time during the regular workweek for any reason; sickness, family problems, etc., they can go in on Saturday to make up his full workweek.

The make-up day is only allowed under certain conditions.

Members VOLUNTEER to work with no fear of employer reprisal if they refuse. If the job condition of "Saturday make-up day" comes up after a job has already started, the contractor has to prove his case, to the union, by submitting documented proof.

Section 2 - HOLIDAYS

New Year's Day, Decoration (Memorial) Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Sundays shall be recognized as holidays. All work performed on holidays shall be paid as follows: two (2) times the regular hourly rate.

The first eight (8) hours worked on Saturday shall be paid at one (1) and one-half (1/2) times the regular hourly rate. Any additional hours over eight (8) shall be paid at two times the regular hourly rate.

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday. Any work performed on these days shall be paid at two (2) times the regular hourly rate.

Section 2A - BEREAVEMENT

If a member has a loss of a Wife, Husband, Child, or Parent, they shall be compensated for one (1) day's lost pay. (No benefits)

Section 3 - NOTIFICATION OF OVERTIME

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

Section 4 - SHIFT WORK

Shift work and the pay and conditions therefor shall be only as provided in written addendum attached to this Agreement.

Retrofit work performed outside the regular workday in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

Section 4A - SHIFT WORK - SHOP AND FIELD

On large bid type jobs, which have shift work written in the specifications and where several Local No. 83 contractors are competitively bidding against non-union contractors, the Employers Association shall have the right to call an emergency meeting of the Local Joint Adjustment Board to hear all arguments concerning the necessity of shift work for that particular job. The Local Joint Adjustment Board will make the final determination on a job-by-job basis.

On jobs where an Employer is working behind the gates of an industrial complex and is requested by the general contractor or the mechanical contractor to perform certain work which would mandate a shift work situation, then the Employer will notify the President- Business Manager or Business Representatives of Local #83.

Effective 7/1/98 all shifts will be worked on an 8-hour basis plus 10% incentive. All shift work that falls on a Saturday as part of the normal forty-(40) hour work week shall be paid at the normal hourly wage.

ARTICLE VII

Section 1 - TRANSPORTATION

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

Section 2 - TRANSPORTATION

When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, Employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time and the Employer shall provide or pay for all additional transportation for such jobs including transportation from such job back to the limits specified in Section 1 of this Article, which will assure arrival at such limits at quitting time.

As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto.

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

Section 2A - TRANSPORTATION

Each contractor shall have a free zone of thirty (30) miles, using the shop or the employees' home, whichever is closer to the jobsite, as a starting point. Transportation to other points beyond the free zone shall be paid at IRS rate per mile, based upon total mileage from the boundary of the free zone to the job and return to the boundary of the free zone. Mileage in all cases shall be computed by using the most direct route normally traveled.

The rate paid for mileage after the thirty (30) mile free zone shall be as follows:

The established at the IRS limits for each year.

Effective 6/01/2022 - \$0.585 per mile.

If the most direct route normally traveled to a job site is a toll road, all tolls shall be paid by the Employer upon surrender of a toll receipt for monies expended.

In an effort to be competitive against non-signatory contractors, on jobs awarded after June 1, 2022 (contracts signed by our contractors after June 1, 2022): If a local signatory contractor already employs or hires a member to work on a specific project and the member's permanent residence is located closer to the job site than the employer's place of business, the free zone of thirty (30) miles shall be calculated using the employee's residence.

Section 2B - TRANSPORTATION

Members going to a job where travel expense is to be paid, shall be notified prior to going to the job, exactly what the travel expenses are for that particular job.

If during the job, it is necessary for the member to return home for reasons beyond their control, then transportation is to be allowed.

Section 2C - ROOM & BOARD

When employed on a job beyond sixty (60) miles from the Employer's free zone consistent with Article VII, Section 2A, room and board shall be paid at the rate of Eighty-One dollars (\$81.00) per day.

This is to be paid on a five (5) day basis except if the job is of a shorter duration. Transportation shall be paid as prescribed in Section 2A of this Article.

If a holiday falls within the workweek, room and board allowance shall be paid for five (5) days.

On a job site located in the Room & Board zone, employees who have a permanent address in a city, town or village where the limits are less than 60 miles from the job site, then Room and Board shall not be required, and these employees shall be paid mileage from that city, town or village limits to the job site and return to said limits each workday.

The last day employees are working on a job beyond the sixty (60) mile limit, they shall receive room and board allowance.

Section 2D - OUT OF TOWN EMPLOYERS

With respect to transportation, and room and board, contained in this Article, any Employer who does not have a permanent home office and shop within the jurisdiction of Local No. 83, will use the Local Union office as the location of his shop when performing work within the jurisdiction of Local Union No. 83.

Out of town contractors not signatory to Local Union #83 are required to establish a bank account with a local bank close to the jobsite for our members to be able to cash their payroll checks.

Section 2E - TRAVEL

When working in Ulster and Dutchess counties, Room and Board will be paid at 50% of the required rate. Mileage is not mandatory. Also, when working in another local's territory, if Resolution 78 has been granted, deleting Room and Board and/or Car Fare, if the situation warrants, then Local #83 will match their resolution on Room and Board and/or Car Fare, Car Fare first trip to the site and last trip from the job site shall be paid.

ARTICLE VIII WAGES & BENEFITS

Section 1 - WAGES

As of June 1, 2022, the minimum rate of wages for journey person sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$37.11 P/H (\$ 1.34 increase), except as hereinafter specified in Section 2 of this Article.

Section 1A - FRINGE BENEFIT INCREASE

Effective 6/1/22 -\$2.55 per hour increase to be allocated as follows:

\$1.34 p/h increase to base wage rate (see Section 1 above).

\$0.27 p/h increase to Nat'l Pension Fund

\$0.60 p/h increase to the Health & Welfare Fund

\$0.13 p/h increase to the Local 83 Annuity Fund

\$0.10 p/h increase to the Apprenticeship Training Fund

\$0.03 p/h increase to Nat'l Industry Fund

\$0.08 p/h automatic increase to S.A.S.M.I

Wage increase June 1, 2023 - \$2.45 p/h.*

Wage increase June 1, 2024- \$2.50 p/h. *
(SASMI included)

* Allocation to be determined at a special meeting of the membership.

Total package as of June 1, 2022

Wages	\$37.11
Nat'l Pension Fund	\$13.52
ITI/NEMI/SMOHI	\$0.17
Health & Welfare	\$13.38
Apprenticeship Fund	\$1.07
Nat'l Industry Fund	\$0.15
Local Industry Fund	\$0.47
Annuity Trust Fund	\$5.50
S.A.S.M.I	\$2.09
Total Package	\$73.46

New York Paid Sick Leave Law (NYSPSL)

The amounts above include contributions for contractors' obligations under New York Labor Law Chapter 31, Article 6, § 196-b ("New York Paid Sick Leave Law"). The negotiated increases include a "comparable benefit" in the form of increased compensation consistent with the New York Paid Sick Leave Law. The bargainers agree that this collective bargaining agreement is in compliance with Section 9 of New York Labor Law Chapter 31, Article 6, § 196-b ("New York Paid Sick Leave Law"), in that the collective bargaining agreement provides a "comparable benefit" in the form of increased compensation that meets or exceeds such benefits required by the New York State Paid Sick Leave Law. This paragraph shall take effect June 1, 2022.

Wage increase June 1, 2023 & June 1, 2024. * Allocation as follows:
See pages in rear of book for the revised Total Package (Stickers).

NOTE: Wage increase can be placed in any Fund, new or existing, provided Employers are not involved in an additional Trust Fund.

Section 1B - WAGE RATE DIFFERENTIAL

(All forepersons must be a members in good standing)

Drafting Foreperson - A minimum of \$2.40 per hour above the basic wage scale.

Shop Foreperson -

- a. A shop foreperson with 1 – 13 members shall receive a minimum of \$2.70 per hour above the basic wage scale.
- b. If a shop requires fourteen (14) members or more, a second foreperson shall be designated with one foreperson being designated as the general foreperson at \$4.50 above scale. The second foreperson shall be designated to work at a minimum of \$2.70 per hour above the basic wage scale.

Field Foreperson - (See Article VIII, Section 1C below)

Section 1C - FOREPERSON RATIO (Field Jobs Only)

(All forepersons must be a member in good standing)

- a. Field foreperson with a second member on jobsite will be paid \$2.00 per hour above the basic wage scale.
- b. If a job requires three (3) or four (4) members – the foreperson will receive \$2.75 above scale.
- c. If a job requires five (5) members but less than fourteen (14) members, a foreperson shall be designated to work at a minimum of \$3.50 per hour above the basic wage scale.
- d. If a job requires fourteen (14) members but less than twenty (20) members, a second foreperson shall be designated with one foreperson being designated as the general foreperson at \$4.50 above scale. The second foreperson shall be designated to work at a minimum of \$3.75 per hour above the basic wage scale.

Section 1D - SKETCHER'S STAMP

No sheet metal workers covered under this agreement shall work from any field sketches, drawings or blueprints that do not bear a Local Union No. 83 sketcher's seal, or an IA. # and name of a member. This provision does not include original architectural and engineering sketches, drawings and blueprints prepared by the customer or management which need not bear the Local Union No. 83 sketcher's seal.

Section 1E - FRINGE BENEFITS

Effective June 1, 2022, the Employer shall contribute for each hour worked to the following funds on behalf of all persons covered by this Agreement.

<u>Fund</u>	<u>Contribution Per Hour</u>
Nat'l Pension Fund	\$13.52
ITI/NEMI/SMOHI T	\$0.17
Health & Welfare	\$13.38
Apprenticeship Fund	\$1.07
Nat'l Industry Fund	\$0.15
Local Industry Fund	\$0.47
Annuity Trust Fund	\$5.50
S.A.S.M.I.* (see Article VIII, Sec. 1F)	\$2.09

* The National Pension Fund contribution rate for apprentices shall be based on the wage % the apprentice is receiving. As the % increases so does the National Pension Fund contribution.

Youth to Youth Fund/PAL	\$0.29 (deduct)
Equality Fund	\$0.57 (deduct)
Work Assessment (See Article VIII, Sec. 1K)	

Said contributions are to be mailed on or before the 20th day of the following month in which work was performed. The Employer agrees to send one (1) check monthly made payable to "SMW Local Union #83 Benefit Funds" as a consolidated payment for Local #83 Insurance Fund, Local #83 Journey person & Apprentice Training Trust Fund, National Industry Fund, Local Industry Fund, Annuity Trust Fund, Youth to Youth/PAL and Equality Funds.

Payment for Work Assessment shall be in the form of a separate check made payable to "SMW Local #83 Working Assessment" and mailed with the monthly remittance report to the Local Union office.

Payment of National Pension Fund, International Training Institute, NEMI/SMOHI and S.A.S.M.I. shall be in the form of one (1) check made payable to "National Benefit Funds" and mailed to the appropriate address. Fringe benefit forms may be obtained from the Local #83 Fund Office: telephone number (518) 489-1377.

Section 1E - a

If, during the term of this agreement, including any renewal or extension of this agreement, the parties are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in critical or endangered status for a plan year, except where the agreement provides for the automatic allocation or reallocation of the wage and fringe benefit package, the parties will reopen this agreement solely for purpose of adopting one of the schedules provided by the NPF under its Rehabilitation Plan or Funding Improvement Plan, as applicable.

The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe benefit package sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

Section 1E - b

The Parties, after due negotiation, now adopt the following to the Collective Bargaining Agreement which relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF") consistent with the provisions of NPF's Rehabilitation Plan and Trust Document. The Parties to the Agreement adopt the NPF's 1st Alternative Schedule and agree to contribute consistent with the contribution rate increases set forth in Exhibit A to this Addendum. The 2010 1st Alternative Schedule is incorporated into the Agreement and is an integral part of the Agreement. The Employer's NPF Contribution Rate will be increased by the date and in the amount required in the 1st Alternative Schedule, no later than the first (1st) day of June 2019 and the first (1st) day of such month in each succeeding calendar year. In no event may this date, notwithstanding any other term of the Agreement, be later than the date specified in the 1st Alternative Schedule.

The Agreement's remaining terms continue in effect to the extent they are consistent with the 1st Alternative Schedule.

**Section 1E - c DEFINED CONTRIBUTION
RE-ALLOCATION PLAN**

The Employer shall contribute the respective hourly amount determined annually to the Welfare Plan and the Annuity Plan, and those contributions shall be aggregated and distributed between the two plans according to the agreed-upon formula based on the amount of the Participant's balance in the Welfare Plan established by the Trustees of the Welfare Plan from time to time. This arrangement applies only to Participants in Sheet Metal Workers' Local #83 Health and Welfare Plan, and any reciprocal amount received by the Welfare Plan and Annuity Plan will be contributed to each Plan in accordance with the provisions of the Collective Bargaining Agreement pursuant to which they are paid.

**Section 1F - NATIONAL STABILIZATION AGREEMENT
OF SHEET METAL INDUSTRY (S.A.S.M.I.)**

Beginning on March 1, 1974, the Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (S.A.S.M.I.) Trust Fund. Gross Earnings for purposes of this agreement, shall mean (a) total wages paid to an Employee by the Employer which are reportable by the Employer for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the Employee to a Pension and/or Health and Welfare Fund.

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

Section 1G - DELINQUENT PAYMENT PENALTY CLAUSE

The Health Insurance, Apprenticeship and Annuity Funds shall be administered by a separate Joint Board of Trustees pursuant to the Agreement and Declaration of Trust. Failure by the Employer to pay the amounts due to the Funds listed in Article VIII, Section 1F shall be deemed a violation of the Standard Form of Union Agreement and the Union shall have the right to enforce the collection thereof against the Employer in the same manner as payment of wages directly due from the Employer to his employees.

It is further agreed that any Employer becoming delinquent in reporting and paying contributions due said Funds, upon notice being served of such delinquency to such Employer by the Union or the Fund, shall in addition to being liable for the amount of the delinquency, pay the penalty of 1.5% per month increasing until 20% is reached, compounded monthly with all expenses and costs incurred by the Trustees for the collection of said amount, including legal and certified public accountant fees, to a maximum of two thousand five hundred (\$2,500) dollars. When an Employer has been served notice that he is delinquent, he shall have five (5) days to pay before being subject to this penalty. Interest on delinquent funds and wages will be charged once a contractor becomes more than 25 days late.

If at any time the union finds it necessary to remove the member from an Employer's shop because of non-payment of fringe benefits, the employees shall receive all lost time pay before returning to said Employer.

Section 1H - SURETY BOND

Each Employer shall procure, maintain, and furnish the Union a Surety Bond in the principle sum of \$5,000.00 for a company that has 1-3 employees on an annual average basis. For a company that has greater than 3 employees on an annual average basis the bond amount is \$4,000 per employee, to guarantee payment of wages, fringe benefits and annuity contributions during the term of this Agreement. Thirty-six (36) consecutive monthly payments, none of which being considered delinquent, to these funds, made within a five (5) day period of the date required by this Agreement, shall excuse the requirement for a Bond, until the occasion of two full months of successive delinquencies in payment at which time; the Bond must be procured, maintained, and furnished to the Union.

Section 1J - FUND COVERAGE - UNION EMPLOYEES

All present and future full time paid officials and full-time office and clerical employees of Local Union No. 83 of the Sheet Metal Workers' International Association shall be participants in the Local Union No. 83 Health Insurance Fund and the National Pension Fund, provided the Union makes the contributions to the Fund for such officials, office and clerical employees as is provided in this Agreement to be made by Employers. For this provision, the Union is deemed to be an Employer for the purpose of participation in the Insurance Fund and National Pension Fund; and its officials, office and clerical employees shall be deemed to be employees of an Employer eligible to participate in the Local Union No. 83 Insurance Fund and the National Pension Fund.

Section 1K - WORK ASSESSMENT

(Based on new rates est. by members)

6/1/2022

The employer agrees to withhold 1.8% +\$0.01+ \$0.18 p/h of gross wages & benefits of Local Union #83 (base rate) from the wages of each employee covered by this agreement. Also, the 1st through the 5th year apprentices shall have a 1.4% + \$0.01+\$0.18 p/h of wages & benefits withheld.

Such deductions shall be remitted by the employer to the Sheet Metal Workers' Local No. 83 Fund Office not later than the 20th day of the month following employment.

Section 2 - FABRICATION RATE

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

Section 2A - APPRENTICE FABRICATION RATE

Any Apprentice fabricating work to be erected or installed within the jurisdiction of any other Local Union shall receive the higher wage scale, pro-rated according to his/her term of indenture.

Section 3 - PRODUCTION FABRICATION RATE

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:

Ventilators.

Louvers.

Automatic and fire dampers.

Radiator and air conditioning unit enclosures.

Fabricated pipe and fitting for residential installations and light commercial work as defined in the locality.

Mixing (attenuation) boxes.

Plastic skylights.

Air diffusers, grilles, registers.

Sound attenuators.

Chutes.

Double-wall panel plenums.

Angle rings.

Section 3A

The following items are in addition to the above list for production fabrication rate:

1. Smoke Dampers.
2. Fire Dampers.
3. Access Doors.
4. Solar Panels.

Section 4 - AIR POLLUTION CONTROL SYSTEMS

The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

Section 4A - SPIRAL PIPE - LOW PRESSURE

The provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings for low pressure systems.

Section 5 - OUT OF TOWN WAGE SCALE

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

Section 6 - TWO PERSON RULE

When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. 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 specified in Section 1 of this Article but in no case less than the established wage scale of the Local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that Local Agreement. If employees are sent into an area where there is no Local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers' covering the area, then the minimum conditions of the home local union shall apply.

Section 6A - TWO PERSON RULE CLARIFICATION

When a journeyman, under the two-person rule, is sent to a job site in the jurisdiction of another local union, the higher wage package, negotiated employee benefits, travel expense, and subsistence of either the home local or job site shall be paid. This wage package scale includes an amount at least equal in gross to the full negotiated basic wage and employee benefits of the job site Local Agreement. Fringe benefit contributions, such as Health and Welfare. Pension and Vacation funds are paid to the Local Union No. 83 office. If there is a remaining difference in the total wage package AFTER these contractual benefits have been paid, in the case of journeyman sent out under the Two Person Rule, then this difference shall be paid to these journeymen in cash wages. Contributions to an apprentice training fund or educational fund are to be paid to the Local Union No. 83 Fund Office.

Section 7

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

Section 8

Welfare benefit contributions shall not be duplicated.

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

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

Section 9 - PAY DAY & WITHHOLDING RULE

Wages, at the established rates specified herein, shall be paid (Either in cash, check or if with member approval via direct deposit) weekly in the shop or on the job at or before quitting time on the Employer's regular designated pay day of each week and no more than two (2) days' pay will be withheld. Should a payday fall on a banking holiday then paycheck can be issued on the following business day. However, employees when discharged, shall be paid in full.

Section 9A - WAGE PAYMENT PENALTY CLAUSE

If payment of wages is not made by quitting time on the established pay day, employees shall receive four (4) hours pay, each working day, in addition to his/her regular pay, as a penalty until paid. If delay is due to holdup or act of God, waiting time may be waived with the consent of the Joint Adjustment Board. Members can be paid during their lunch period provided the pay is delivered to them.

Pay by check shop or job. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally.

Section 10 - SHOW UP TIME

Journeyman sheet metal workers who report for work by direction of the Employer and are not placed to work, shall be entitled to two (2) hours pay at the established rate.

This provision, however, shall not apply under conditions over which the Employer has no control.

Section 10A - SHOW UP TRANSPORTATION

In addition to the two hours' pay, as outlined in Section 10, transportation shall also be paid.

Section 10B - LICENSE

All employees covered under this agreement are required to have a valid state driver's license to operate company-owned vehicles.

Section 11 - ONE JOURNEYPERSON RULE

Each Employer covered by this Agreement shall employ at least one (1) journeyperson sheet metal worker who is not a member of the firm, on all work specified in Article I of this Agreement.

Section 12 - NATIONAL INDUSTRY FUND

- (a) Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.
- (b) The employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) Fifteen cents (\$.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, P0 Box 221230, Chantilly, VA 22022-1230, or for the purpose of transmittal, through Sheet Metal Workers' Local #83 Office.
- (c) The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers' upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers' directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he/she deems appropriate for violation of this Section, including termination of the employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

Section 13 - LOCAL INDUSTRY FUND

The Employer shall pay to Capital District SMACNA, forty-seven cents (\$0.47) per hour for each hour worked on or after the effective date of this Agreement, by all employees of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

The Capital District SMACNA chapter will reimburse the Local 83 JATC the fee required for members and/or apprentices welding certifications and upgrades, not to exceed \$750 per year. Out of town contractors, (not signatory) to LU 83 shall be responsible for the welding certifications and/or certification updates for the work being performed in LU 83's jurisdiction.

Section 13A

The Local Industry Fund shall furnish to the Business Manager of Local #83 annually, a written report describing in reasonable detail the nature of the activities in which it is engaged or which it supports directly or indirectly with any of its funds.

Section 14 - NATIONAL AND LOCAL INDUSTRY FUNDS

The union and employer recognize that the contributions provided in Section 12(b) and 13(a) of this Article support activities that benefit the entire sheet metal industry. It is essential that Employers 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(a) 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.

All contractors working in the LU 83 jurisdiction and who hire SMART local 83 members to perform work in the area, shall pay the local and national industry fund unless excluded under the terms and conditions listed above.

Section 15 - INTERNATIONAL TRAINING INSTITUTE

Effective July 1, 1987, the employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry seventeen cents (\$0.17) per hour for each hour worked by each employee of the employer covered by this Agreement. Three cents (\$0.03) per hour of the contribution to the International Training Institute shall be forwarded by the Trustees of the International Training Institute to the National Energy Management Institute Committee, a jointly administered trust fund. Two cents (\$.02) per hour of the contribution to the International Training Institute payment shall be forwarded by the Trustees of the International Training Institute to the Sheet Metal Occupational Health Institute (SMOHI), a jointly administered trust fund. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the office of the International Training Institute as designated by the Trustees of the Fund.

The parties agree to be bound by the Agreement and Declaration of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry and the National Energy Management Institute Committee and amendments thereto 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 agreement.

ARTICLE IX

Section 1 - HAND TOOLS

Journeyman, apprentice and classified worker sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools as described in Article IX, Section 1C of this Agreement.

Section 1A - FIRE & THEFT INSURANCE

The Employer shall safeguard all employees against loss of tools by fire & theft in shops and all job sites to the limit of \$350.00. A copy of a police report showing forced entry will be required.

Section 1C - HAND TOOLS

The required hand tools are listed below:

Tape measurer
L & R aviation snips
Bull snips
Screwdriver
Rivet sets (as required)
Combination square with level
Dividers (as required)
Crescent wrench and/or open-end wrenches
Speed wrenches/Socket Set
Hammers (tinnners)
Tongs
Scratch awl
Prick punch
Vice grips
Drift pin
Cold chisel
Hand Crimpers
Side cutters/Lineman pliers
Duct pullers

If a member shows up on a jobsite or shop without the required tools, the employer has a right to send them home without compensation.

Section 2 - VEHICLE RESTRICTIONS

Journeymen 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 an automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

Section 2A - VEHICLE RESTRICTIONS TOOLS

Journey person, apprentice, and classified worker sheet metal workers covered by this Agreement shall be permitted the use of an automobile or other conveyance to transport the following, under extenuating circumstances, tools, equipment, or materials from shop to job, from job to job, or from job to shop and not withstanding other items or tools can be transported with prior notification/ approval and not be in violation of the contract. These items are a drill, unishear, double cuts, sawzall and a lead cord.

Section 2B - VEHICLE RESTRICTIONS TOOLS PENALTY

If a member is found to carry sheet metal items and employer tools, those not listed above, and it is not due to an emergency and the member is found guilty, then the employer will be responsible to pay a matching fine to SMACNA as well.

Section 2C - EQUIPMENT RENTAL RESTRICTION

Employers agree not to rent, lease, or borrow any equipment for use in the sheet metal trade, from any member of Local Union No. 83, and all members of Local Union No. 83 agree not to rent, lease or loan any equipment to any Employer, or bring to the job any tools, other than necessary hand tools required by Section 1 A of this Article. It is further agreed that no employee covered by the terms of this Agreement shall rent, loan, or lease any type of conveyance to any Employer.

ARTICLE X

Section 1 - GRIEVANCE PROCEDURE

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. 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 1A

The parties agree that the Local Joint Adjustment Board is a lay industry grievance body composed of members who are actively engaged in the sheet metal industry and that no professionals or attorneys shall be members of the Board or appear before the Board as advocates or representatives. The parties may have the benefit of such lay representatives or advocates as they may desire.

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 more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, to render a final and binding determination, except as provided in Sections 3 and 5 of this Article. The Board shall consist of an equal number of representatives of the Union and of the Local Employers' Association and both sides shall cast an equal number of votes at each meeting. The Local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section.

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

Section 3

Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock, or failure of such Board to act, may be appealed jointly or by either party to a Panel consisting of one (1) representative appointed by the General President of International Association of Sheet Metal, Air, Rail and Transportation Workers' and one (1) representative appointed by the Chairperson of the Labor Relations Committee of the Sheet Metal and Air Conditioning Contractors' National Association. Appeals on behalf of Employees shall be mailed to the General Secretary-Treasurer Of the International Association of Sheet Metal, Air Rail and Transportation Workers' and those on behalf of an employer mailed to the Secretary of the Labor Committee appointed by Sheet Metal and Air Conditioning Contractors' National Association, Inc. Joint Appeals shall be mailed to the Secretaries of both Associations.

Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding. Notwithstanding the provisions of Paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by both the Chairperson of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. and by the General President of International Association of Sheet Metal, Air, Rail and Transportation Workers' as well as a decision of any alternative arbitration tribunal established for that area. Such right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For 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, shall 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, as established by the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the Sheet Metal and Air Conditioning Contractors National Association, Inc.

Submission shall be made, and decisions rendered under such procedures as may be prescribed by such Board, from time to time, and mutually approved by the parties creating it. Copies of the procedures shall be available from, and submissions of grievances may be made to either the General Secretary-Treasurer of International Association of Sheet Metal, Air, Rail & Transportation Workers' or the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 3 of this Article.

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 and, if it is believed warranted, to direct that the involved agreement and any other agreement or agreements between the employer and any other local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers' be cancelled, provided, however, that any decision of a Local Joint Adjustment Board or Panel directing cancellation of an agreement or agreements shall be automatically reviewed by the National Joint Adjustment Board and such a cancellation shall not be effective unless the order is affirmed by an order from the National Board.

Section 6

In the event any party fails or refuses to comply with any decision of a Local Joint Adjustment Board or Panel, without appeal, or any decision of the National Joint Adjustment Board, within thirty (30) days after notice thereof, a Local Joint Adjustment Board, Panel, or any party to the dispute may, in addition to any other legal remedies which may be available to the parties, request the National Joint Adjustment Board to cancel the involved agreement and any other agreement between the involved employer and other local unions affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers' unless otherwise decided by unanimous vote, the National Joint Adjustment Board shall cancel such agreement if it finds the involved party to be in non-compliance with the decision in question. Requests for the Board's services shall be made in the same manner and in the same form as other appeals to the National Joint Adjustment Board and the procedure followed shall be the same except that any intermediate step or steps shall be omitted, and the request made directly to the National Joint Adjustment Board.

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 - NEGOTIATIONS DEADLOCK

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

(a) Should the negotiations for renewal of this agreement become deadlocked in the opinion of the Local Union or of the Local Contractors' Association, or both, notice to that effect shall be given to the office of the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the National Office of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. If the General President of the International Association of Sheet Metal, Air and Transportation Workers' or the Chairperson of the Labor Committee of Sheet Metal and Airconditioning Contractors' National Association believe the dispute might be adjusted without going to final hearing before the National Joint Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the National Office of Sheet Metal and Air Conditioning Contractors' National Association, Inc. shall be promptly so notified without recommendation from the Panel representatives. Should the General President of International Association of Sheet Metal, Air, Rail and Transportation Workers' or the Chairperson of the Labor Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board. The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(b) Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board.

Any briefs filed by either party including copies of pertinent exhibits will also be exchanged between the parties in advance of the hearing.

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

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

Section 9 - NATIONAL JOINT ADJUSTMENT BOARD FEE

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 - JOINT APPRENTICE COMMITTEE RESPONSIBILITY

All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of six (6) members, three (3) of whom shall be selected by the Employer and three (3) by the Union. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

Section 1A - TESTING AND BALANCING APPRENTICES

The only exception to Section 1 are Testing and Balancing Apprentices.

Section 1B - APPRENTICES - TESTING AND BALANCING

Testing and Balancing Apprentices will be under the supervision and control of a separate Joint Apprentice Board formulated in compliance with the provisions set forth in the National Agreement signatory by International Association Sheet Metal, Air, Rail and Transportation Workers' and the Associated Air Balance Council.

Section 1C - APPRENTICE RATIO

The ratio of apprentices shall be companywide. Prevailing wage job sites do not apply – see job site specifications.

- One (1) Journeyman - One (1) Apprentice - One (1) Classified (1-1-1)

In applying provisions of this Article, apprentice ratio to be on the basis of journeymen regularly employed through the year.

No apprentice is to be laid off unless the Employer secures the permission of the Joint Apprentice Committee.

If a lay-off does occur, lay-off order of apprentices shall be at the discretion of employer.

Contractors requesting an apprentice from out of work list has the right to decline any apprentice if they have a documented discipline action against that apprentice.

Section 1D - JOURNEYPERSON AND APPRENTICE TRAINING TRUST FUND

It is hereby agreed by both parties that the "Sheet Metal Workers' Local Union #83 Journeyman and Apprentice Training Trust Fund" be used to train journeymen and apprentices under separate programs. Apprentices will be trained through the normal historic program outlined by the International Training Institute. Journeyman training will be through a series of specialized courses to retrain and upgrade their talents to keep abreast of the changing technology of our industry.

OSHA training will be required for all apprentices in our program. Additional OSHA classes for journeyman upgrade, that are specific to the tasks of our trade, will be offered.

Section 2 - JOINT APPRENTICESHIP COMMITTEE

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

It is hereby agreed that the Employer shall apply to the Joint Apprenticeship Committee, and the Joint Apprenticeship Committee shall grant apprentices based on one (1) apprentice for each (1) journeyperson regularly employed throughout the year. Provided, however, that the ratio for employers engaged in solar, retrofit or energy-related work shall be one (1) to one (1).

Section 3A

If said ratio does not meet the needs of the Industry, the Joint Apprenticeship Committee shall have the power to change said ratio to meet the need.

Section 4 - APPRENTICES - ELIGIBILITY REQUIREMENTS

Each apprentice shall serve a five (5) year apprenticeship. Apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyperson until his/her apprenticeship term has been completed and he/she has qualified as a Journeyperson.

Contractors agree to retain new first year, first half (1a) apprentices hired direct from recruitment list for a minimum of twelve (12) weeks from the date of hire. Such Apprentices can only be removed within the first twelve (12) weeks due to disciplinary actions to be determined by Sheet Metal Workers' Local 83 Joint Apprentice and Training Committee and the employing contractor.

Section 5 - APPRENTICE GRADUATED WAGE SCALE

1st, 2nd, 3rd, and 4th term apprentices do not participate in our annuity program. The \$5.50 p/h contribution into the Annuity is added to the base wage before the wage percentage is applied; therefore, their percentages are based on \$42.61 p/h.

5th term thru 10th term based on \$37.11 p/h

A graduated minimum wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen journey person sheet metal workers.

- 1st Term 49% (journey person wage + annuity)
- 2nd Term 53% (journey person wage + annuity)
- 3rd Term 55% (journey person wage + annuity)
- 4th Term 57% (journey person wage + annuity)
- 1st – 4th terms does not have annuity contributions
- 5th Term 62% (journey person wage)
- 6th Term 65% (journey person wage)
- 7th Term 70% (journey person wage)
- 8th Term 75% (journey person wage)
- 9th Term 80% (journey person wage)
- 10th Term 85% (journey person wage)

Section 5A - APPRENTICES - INITIATION FEE

All apprentices covered by the terms of this Agreement will be obligated to have \$.20 per hour, deducted from their pay of which \$20.50 per month shall be applied to dues, any additional shall be applied as payment toward their full Local No. 83 Initiation Fee. In addition, the required working assessment will be deducted from their wages. This amount of deduction may be changed during this or future Agreements by Local No. 83 to comply with any future changes in said Initiation Fee. The deduction is to be mailed to Local Union No. 83 office each month by the Employer with said Employer's fringe benefit reporting form.

If an apprentice is out of work for an extended period of time, it is the responsibility of the apprentice to maintain payment to the union for dues and initiation, which is \$20.50 per month dues.

Section 6 - EDUCATION LOAN AGREEMENT

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

Section 7 - YOUTH TO YOUTH

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. Contribution is \$0.25 per hour (deduct after taxes).

Section 8 - PLACEMENT IN APPRENTICESHIP PROGRAM

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 - UPGRADE TRAINING

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.

Section 10

All Journeypersons are required to sign up for at least one upgrade class yearly.

ARTICLE XII

Section 1 - CLASSIFIED WORKER

Based on the Apprentice Ratio (Article XI Section 1C as per Standard Form of Union Agreement, Classified workers may be employed in the following ratio:

- One (1) Journeyperson - One (1) Apprentice -
One (1) Classified (1-1-1)

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. Classified workers do not participate in our annuity program. The \$5.50 p/h contribution into the Annuity is added to the base wage before the wage percentage is applied; therefore, their percentages are based on \$42.61 p/h.

The wage rate for classified workers will be not less than forty-five percent (45%) of the journeyperson wage rate and annuity. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate. Other contributions that will be made on their behalf are:

National Training Fund	\$0.17 p/h
Local Industry Fund	\$0.47 p/h
National Industry Fund	\$0.15 p/h
Local Training Fund	\$1.07 p/h

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union. It is mutually understood that all classified workers must apply to become an apprentice within a Five (5) year time frame and make every effort to obtain a satisfying ranking to become an apprentice.

Section 2 - REOPENER CLAUSE

This Agreement and Addenda Numbers Article I, Section 1 through Article XVI attached hereto shall become effective on the first day of June 2022 and remain in full force and effect until the last day of May, 2025 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party, provided, however, that the contract expiration date contained in this section shall not be effective in the event proceedings under Article X, Section 8 are not completed prior to that date. In that event, this Agreement shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

Section 3

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 the other provisions of this agreement shall remain in full force and effect.

Section 4

Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days there-after, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

ARTICLE XIII

Section 1 - MOST FAVORED NATIONS CLAUSE

If any more favorable conditions are granted by Local Union No. 83 to any other employer in the jurisdictional area of this contract all employers will have the right to adopt the same as an amendment to this agreement effective at once.

Section 1A - WORK RULES

The following rules will be observed by employers and employees:

1. Any employee injured on the job and unable to continue work shall be paid for the entire day. Any employee who takes an injured employee to a hospital or for other medical treatment at the request of or with consent of the Employer or the foreperson shall be paid for necessary time required.
2. The Employer agrees that in case of a breakdown in mechanical equipment, employees shall receive two (2) hours from time of breakdown. Where work is suspended for any reason whatsoever two (2) hours before quitting time, employees shall receive a full day's wages.
3. The Employer shall maintain a permanent place of business, which is not in connection with, or part of a domestic establishment. Employers are required to have their shops clean, well-lighted and heated and the necessary sanitary facilities as required by law. They are to provide all necessary safety devices on tools and machinery as required by law. In shops or on jobs, the Employer is required to furnish a large toolbox or other protection for the tools and equipment.
4. All Employers, Journeypersons, Sheet Metal Workers, and Forepersons are required to give an apprentice all opportunity possible to learn and progress. Forepersons and workers in charge of shops and jobs are responsible for an apprentice and are required to see that an apprentice attends school on the day assigned to him/her.

5. Journeyperson Sheet Metal Workers and apprentices driving trucks shall not leave the shop before starting time and shall return to the shop by quitting time unless overtime is paid.
6. The Employer shall furnish a heated shanty or room on all jobs employing four (4) or more workers for twenty (20) days or more, provided it is agreeable by the project owner or general contractor.
7. Foreperson (job or shop) will be required to sign Apprentices Blue Books.

Section 2 - LABOR-MANAGEMENT COMMITTEE

SMACNA and the SMWIA 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.

It has been mutually agreed that there shall be a committee established with both labor and employer representatives to look into the feasibility of establishing a local pension fund and to establish policies and procedures for drug testing.

**LIGHT COMMERCIAL ADDENDUM TO THE
STANDARD FORM OF UNION AGREEMENT**

This addendum does not apply to posted rate work

ARTICLE XIV

Section 1

This Addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing, and servicing of all light commercial heating and air conditioning systems and the architectural sheet metal work on such buildings.

Section 2

A. Light Commercial work to be covered by this Addendum includes 70 tons or less of air conditioning and/or heating, except that shopping centers shall be limited to 30 tons or less of air conditioning and/or heating per store. "Tons" in this subsection is construed to mean 400 CFM per ton of total heating and/or ventilation in the absence of other criteria. Ventilation required for kitchen exhaust hoods is excluded in these limits.

See Section 10.

B) The Contractors agree that on all light commercial work awarded under this Addendum, the Union will be notified in writing by the successful Contractor within two workdays after the award.

C) The Union and SMACNA will jointly establish a qualified labor pool for light commercial mechanics.

Section 3

The parties hereto may, at their discretion and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the parties within the territorial jurisdiction.

Section 4

- (a) The Employer agrees that none, but light commercial journey person sheet metal workers shall be employed on any work described in this Addendum except as noted herein provided, however, that building trades members may be, voluntarily, employed on such work provided no light commercial members are available and prior approval has been granted by the Union.

- (b) Local Union No. 83 journeypersons will be given the opportunity to work on Light Commercial jobs under the wages and conditions specified herein. Duly qualified light commercial journeypersons will be made available by Local Union No. 83, in sufficient numbers as necessary to perform the work executed under this Addendum. If such journeypersons are not made available within 48 hours, then the Employer may hire whomsoever he/she sees fit to fill the positions. However, the Employer agrees to notify Local Union No. 83 within 24 hours of any persons hired under the above, to perform work covered by this Addendum.

Section 5 - NEW CONSTRUCTION

The workweek shall consist of a 40-hour week divided into 5 workdays of 8 hours each, running consecutively from Monday through Friday. The workday shall consist of 8 hours, exclusive of the lunch period, starting at 7:00 A.M. and ending at 3:30 P.M or 8:00 A.M. to 4:30 P.M. However, the regular hours may be adjusted for inclement weather conditions by mutual consent of the parties to this Addendum.

All work performed outside the regular working hours during the regular workweek and on Saturdays shall be compensated for at one (1) and one-half (1/2) (1 1/2) times the basic hourly light commercial wage rate.

All other work performed on Sundays and holidays shall be compensated for at 2 times the basic hourly light commercial wage rate.

**Section 6 - SERVICE, MAINTENANCE,
REPLACEMENT WORK**

- a) The work week shall consist of a scheduled 40-hour week; all work performed beyond the 40 hours shall be compensated for at one (1) and one-half (1/2) (1 1/2) times the basic hourly light commercial wage rate times the basic hourly light commercial wage rate.
- b) In the event a second or third shift is necessary, the work hours and premium pay shall be mutually agreed upon and incorporated as part of this Addendum, but in no case shall it exceed 15% for the second shift or 25% for the third shift. Shift work shall not be considered as such unless established for a period of 5 days or more.
- c) The parties hereto agree to promote, by any means possible, work covered under this Section and shall cooperate fully in the establishment of training courses and/or facilities, where none presently exist, in order to properly train sufficient personnel to maintain jurisdiction over this work and provide consumer satisfaction.

Section 7

The Employer shall provide, or pay, for all necessary transportation for transporting employees, tools, and materials from shop to job, job to job, and job to shop during working hours.

- (a) If a local signatory contractor already employs or hires a member to work on a specific project and the member's permanent residence is located closer to the job site than contractor's place of business, then the employer may calculate the free zone from the member's place of residence and pay mileage accordingly from the free zone to the jobsite and back each day.

Section 8

The regular basic hourly wage rate for Light Commercial Sheet Metal Workers (A working B) covered by this Addendum shall be \$26.34 p/h minimum (75% Journeyperson Total Pkg) * including fringe benefits.

Section 9

The regular basic hourly rate for Light Commercial Sheet Metal Workers covered by this Addendum shall be increased as follows:

6/1/2023 - (75% Journeyperson Total Pkg)

6/1/2024 - (75% Journeyperson Total Pkg)

Light Commercial Employees covered under this Agreement will be afforded up to four (4) years of work-related training. Classes will be held on the employer's premises. The instructors will be provided by the JATC provided the employer is contributing the full hourly rate for Local Training and International Training Institute Funds. Light Commercial employees who satisfactorily complete each semester of training will be thereafter paid at the graduated wage rate listed herein.

LIGHT COMMERCIAL GRADUATED SCALE

45% 1st year

55% 2nd year

65% 3rd year

75% 4th year- 1st half

85% 4th year- 2nd half

Full pay at end of 4th year. These are minimum hourly rates.

Fringe Benefits

National Pension Fund Contribution	\$13.52 per Hour
Health Insurance	\$13.38 per Hour
International Training Institute	\$0.17 per Hour
Apprenticeship Training Fund	\$1.07 per Hour
National Industry	\$0.15 per Hour
Local Industry	\$0.47 per Hour

(Deduct the below after taxes-dues check-off)

Youth to Youth	\$0.25 per Hour
Equality Fund	\$0.57 per Hour
PAL	\$0.04 per Hour

Working Assessment Hourly rate X hours worked X .013 +\$0.17 p/h

(*SMART per capital is scheduled to increase \$0.01 per hour June 1, 2023

The provisions of the foregoing Section 9 will not be applicable to Building and Construction Trades journeypersons performing light commercial work. Fringe benefits for these journeypersons will be as follows:

- A. National Pension Fund Plan "A"
- B. Insurance Fund (Health & Welfare)

NOTE: These two fringe benefits will be paid at the current contribution rate in effect in the Sheet Metal Workers' Building and Construction Trades Agreement. The benefits will not be the same in all cases according to the established qualification rules.

Section 10

The Employer agrees to be bound by the wages, hours and working conditions contained in the local basic or local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Sections 1, 2 and 3 of this Addendum.

ARTICLE X

Section 1 - POLICY STATEMENT FOR EQUAL EMPLOYMENT OPPORTUNITY

Both parties agree to observe and comply with the Civil Rights Act (Title VII) of 1964, the Federal Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Executive Order 11246, the Veterans Readjustment Act of 1974, and all pertinent regulations, the basic requirements of which prohibit discriminating against the individual because of race, color, religion, sex, national origin, age or handicap.

Section 1A - NATIONAL AGREEMENTS

Agreements, national in scope, between International Association of Sheet Metal, Air, Rail and Transportation Workers' and other International Unions, covering the work jurisdiction and the assignment, allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer, provided such Agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors National Association, Inc.

Section 1B - NON-DISCRIMINATION

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

ARTICLE XVI

ACKNOWLEDGMENT OF THE REPRESENTATIVE STATUS OF INTERNATIONAL ASSOCIATION of SHEET METAL, AIR, RAIL and TRANSPORTATION WORKERS' LOCAL UNION NO. 83, SMART, AFL-CIO

The Employer executing this document below has, based on objective and reliable information, confirmed that a clear majority of the sheet metal workers in its employ desire representation by, International Association of Sheet Metal, Air, Rail and Transportation Workers', Local Union No. 83, AFL-CIO, for purposes of collective bargaining.

The Employer, therefore, unconditionally acknowledges and confirms that Local No. 83 is the exclusive bargaining representative of its sheet metal employees pursuant to Section 9 (a) of the National Labor Relations Act.

ARTICLE XVII

In witness whereof, the parties hereto affix their signatures this 1st day of June 2022.

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS', LOCAL UNION NO.83 NEGOTIATING COMMITTEE

FRANCIS MAGUIRE, President-Business Manager

JOHN SHUSTZ, Business Representative

FRANK PRUDHOMME, Vice President

MARK HERTEL, Financial Secretary Treasurer

MICHEAL BRUST, Recording Secretary

STEVEN PENNISI, Member delegate

GARY SPRAGUE, Member alternate

CAPITAL DISTRICT SHEET METAL AND AIR CONDITIONING CONTRACTORS, INC. NEGOTIATING COMMITTEE

JOSH MONOHAN, SMACNA President (J.E. Monahan Metals, Inc.)

CHRIS ROSE, SMACNA Recording and Financial Secretary
(John W. Danforth, Company)

DEBORAH WYANDT, SMACNA Chapter Manager

JACEK WOZNIAK (MCD Metals, LLC)

CORY RIFENBERICK, (Selby & Smith, Inc.)

MICHAEL BRIGGS, alternate

GERALD JANNICELLI, alternate

ALL AFFILIATED CONTRACTORS ARE REQUIRED TO SIGN THIS AGREEMENT

by: JACEK WOZNIAK
President

CAPITAL DISTRICT SHEET METAL AND AIR CONDITIONING CONTRACTORS, INC.

CONTRACTOR'S
Company Name: _____

Contractor's
Signature: _____

Title: _____

Date signed: _____

By: FRANCIS MAGUIRE
President-Business Manager

INTERNATIONAL ASSOCIATION of SHEET METAL, AIR, RAIL and TRANSPORTATION WORKERS' LOCAL UNION NO. 83

UNION:

Signed: _____ Date signed: _____
President-Business Manager

BY-LAWS

No member of Local #83 shall solicit work from contractors not signatory to the Local #83 Building & Construction Trades Agreement.

All members of Local #83 shall report to the Local Union #83 office and the shop or job steward before going to work for local contractors.

Any member who violates these rules shall be subject to charges by Local Union #83 Trial Committee.

DRUG AND ALCOHOL STATEMENT

Sheet Metal Workers' Local Union #83 and their signatory contractors support a drug and alcohol-free workplace.

A sub-committee will be appointed by both the union and employers to address drug testing to ensure a safe worksite, both shop and field.

Should a member have a drug or alcohol problem we jointly encourage them to participate in the SMW LU #83 Employees Assistance Program.

EXHIBIT 6
CONTRACTOR LIST

Ackroyd Metal Fabricators, Inc.
966 Broadway
Albany, NY 12204
Phone: 518-434-1281
Fax: 518-434-8232

Adirondack Air Balance Co.
342 Clendon Brook Road
Queensbury, NY 12804
Phone: 518-798-6186

BIM Design Incorporated
4517 N. 12th Street
Phoenix, AZ 85014
Phone: 415-963-9693

Cerniglia Metals, LLC.
17 Smith Road
Petersburgh, NY 12138
Phone: 518-698-0642

Danforth (John W) Company (Shop)
5 Liebich Lane,
Halfmoon, NY 12065
Phone: (518) 400-1600

Danforth (John W) Company
300 Colvin Woods Parkway
Tonawanda, NY 14150
Phone: 716-832-1940
Fax: 716-832-2388

H.T. Lyons Contractors
3 Rexford Way
Halfmoon, NY 12085
Phone: (518) 785-4800

J.E. Monahan Metals, Inc.
559 Queensbury Avenue, Suites 1&2
Queensbury, NY 12804
Phone: 518-761-0414
Fax: 518-461-0520

J.H. Bennett, Inc.
713 Third Avenue, Watervliet, NY 12189
Phone: 518-273-6122
Fax: 518-273-0808

Kasselmann Electric
29 Broadway
Menands, NY 12204
Phone: 518-465-4795
Fax: 518-465-4161

K&L Plumbing & Heating Inc.
7 Kaycee Loop Road
Plattsburgh, NY 12901
Phone: 518-563-1980
Fax: 518-563-9226

Kleeberg Sheet Metal Inc.
65 Westover Road
Ludlow, MA 01056
Phone: 413-589-1854

L.K. Sheet Metal Inc.
35 Wrobel Place
East Hartford, CT 06108
Phone: 860-435-7170

MCD Metals, LLC
20 Corporate Circle
Albany, NY 12203
Phone: 518-456-9694
Fax: 518-456-9664

Mechanical Testing, Inc. (WBE Contractor)
4 Chelsea Place, Suite 102
Clifton Park, NY 12065
Phone: 518-328-0440
Fax: 518-328-0443

MJLAdtek Enterprises, Inc.
PO Box 16144
Albany, NY 12212
Phone: 518-218-0497
Fax: 518-218-0536

Monahan & Loughlin, Inc.
4 Locust Street, PO Box 311,
Hudson Falls, NY 12839
Phone: 518-747-4191
Fax: 518-747-6625

Northeastern Air Quality, Inc.
730 Third Street
Albany, NY 12206
Phone: 518-857-3641
Fax: 518-689-2256

Northern Mechanical Inc.
8449 State Highway 56
PO Box 45
Norfolk, NY 13667
Phone: 315-384-6082
Fax: 315-384-6114

OCM Construction, Inc.
PO Box 2285
Blasdell, NY 14219
Phone: 716-826-3566

Postler & Jaeckle Corp. Mechanical Contractors
615 South Avenue,
Rochester, NY 14620-1385
Phone: 585-546-7450
Fax: 585-546-4316

Postler & Jaeckle Corp. Mechanical Contractors
9 Krey Blvd.
Rensselaer, NY 12144
Phone: 518-459-2020
Fax: 518-459-2622

Savignano Construction Services. (WBE Contractor)
904 Route 146, Suite 1
Clifton Park, NY 12065
Phone: 518-269-1777

Selby & Smith, Inc.
1074 Broadway
Albany, NY 12204
Phone: 518-436-4136
Fax: 518-436-4138

SLOCUM-WEBBER Group. (WBE CONTRACTOR)
71 Wrights Loop
Stillwater, NY 12170
Phone: 518-506-0265

Stark Tech (Formerly Technical Building Services, Inc.)
12E Commerce Drive
Ballston Spa, NY 12020-3631
Phone: 518-885-4444
Fax: 518-885-4680

Titan Roofing, Inc.
32 Railroad Avenue
Albany, NY 12205
Phone: 518-235-1707
Fax: 518-235-1753

VBI, LLC
606 7th Street
Scotia, NY 12302
Phone: 518-374-0394
Fax: 518-688-1152