

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

CONSOLIDATED NATIONAL AGREEMENT FOR INDUSTRIAL CONSTRUCTION

This Agreement entered in to this first day of _____, 20___, by and between _____ (Company) hereinafter referred to as the "Employer", and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) hereinafter referred to as the "Union".

The parties to this Agreement are committed to the advancement of their harmonious relationship in an effort to enhance work traditionally performed by sheet metal workers and signatory employers; to take advantage of the opportunity to capture market share and to promote growth, all of which are in the best interest of the unionized sheet metal industry. To further these goals and the commitment of harmony and growth, the Employer agrees to notify the business manager of the job site local union of any work described in Article I, Section 4, which the Employer has been awarded prior to performing work on the project. The job site Business Manager may request a pre-job conference between the Employer and the local union. Furthermore, the Employer shall advise the local union as to the scope of work and the probable duration of project.

ARTICLE I

SECTION 1. This Agreement supersedes the Standard Form of Union Agreement ("SFUA"), local agreements and addenda (collectively "Local Collective Bargaining Agreement or Local CBA") by only those items that are specifically described herein. All other SFUA articles, sections, local agreements and addenda remain in full force and effect. In no event, shall any local union or the Employer, have the authority to amend, alter, modify, or deviate from this Agreement. Any provision in the local CBA contrary to, or in conflict with, the terms and intent of this Agreement shall not be enforced as to the Employers and Employees that are subject thereto.

SECTION 2. As a condition of this Agreement, the Employer agrees to sign a Local CBA where the Employer's home office or shop is located. It is understood that the grievance procedure contained within this Agreement is the sole and exclusive remedy for any asserted breaches, disputes and alleged violations of this Agreement.

SECTION 3. No sheet metal journey level, apprentice, pre-apprentice or industrial classified workers (when such classifications are contained in the collective bargaining agreement where the installation is performed) presently on the Employer's payroll at the time of the signing of this Agreement shall suffer any reduction of pay or loss of any fringe benefits or any other monetary compensation of benefits as a result of the signing of the Agreement, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

SECTION 4. It is the intent of the parties that this Agreement be utilized as a National Agreement covering conditions of employment of those employees of the Employer while working on projects beyond the territorial limits of the home local union jurisdiction who are engaged in: field installation, assembly, erection, dismantling, adjusting, maintenance; alterations and/or modification and reconditioning; unloading, handling, rigging and hoisting; of all ferrous or nonferrous metal work and all other materials used in lieu thereof, including but not limited to any and all types of industrial sheet metal work and equipment in connection with industrial projects such as but not limited to: the food processing industry (for human or animal consumption); the pulp and paper industry; the mining industry (including processing facilities); glass plants; breweries and distilleries; power plants (coal, LNG or nuclear); wood product plants and mills; aggregate plants (cement, limestone etc.); steel/aluminum mills, smelting plants and ferrous and non-ferrous foundries; petroleum and ethanol refineries; rubber, petrochemical and chemical plants; all dust collection systems (including compensating air systems).

SECTION 5. This Agreement shall not include and specifically excludes: air conditioning, heating and ventilating systems installed in building enclosures to provide human comfort, semiconductor and nanotechnology plants; all architectural sheet metal work and work scopes described by the SMWIA Building Enclosure Agreement; work scope described by the SMART National Agreement for Industrial Paint Finishing Systems and for the Automotive Industry; work scopes described by the SMWIA National Green, Energy and Testing Agreement; work scopes described by the SMWIA National HVAC Service and Facilities Management Agreement; work scopes described by the Sign Industry Standard Form of Union Agreement and any other SMWIA National Agreements not listed herein or such other work as may be specifically excluded from coverage under mutual agreement between the parties. Furthermore, this Agreement shall not supersede any local or National Project Labor Agreements. Notwithstanding the above, employers shall be allowed mobility of manpower as set forth in Article VIII, Section 1 of this Agreement for projects covered by this Agreement rather than be bound by any local CBA or other agreement which limits Employer's ability to send workers from the Employer's home jurisdiction to work on projects outside Employer's home jurisdiction.

SECTION 6. The local CBA (collective bargaining agreement) covering the territorial jurisdiction of the local union where the Employer's home office or shop is located shall be the exclusive governing CBA for terms, wages and working conditions of all employees performing work at the job site described in Section 4 of this Article within said territorial limits.

ARTICLE II

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

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

fabrication not less than the prevailing wage for comparable sheet metal fabrication per the local area collective bargaining agreement where the jobsite is located.

SECTION 3. On all work specified in Article I, Section 4 of this Agreement, fabricated and/or assembled by journey level, apprentices, pre-apprentices and/or classified sheet metal workers (when such classifications are contained in the collective bargaining agreement where the installation is performed) for erection and/or installation within the jurisdiction of any collective bargaining area or local union affiliated with SMART, whose established wage scale is higher than the wage scale established in the collective bargaining area where the Employers shop is located, the higher wage scale of the jobsite local union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

ARTICLE III

SECTION 1. The Employer agrees that none but sheet metal Journey level, apprentices, pre-apprentices and industrial classified workers (when such classifications are contained in the collective bargaining agreement where the installation is performed) shall be employed on any work described in Article I. The Employer further agrees to provide the Union with a written assignment, on the Employer's letterhead, for all work to be performed at a jobsite under this Agreement. Such assignment letters shall be forwarded to the Construction Services Department of the Union, prior to commencement of any work performed under this Agreement.

ARTICLE IV

SECTION 1. The Union agrees to furnish, upon request by the Employer, duly qualified building trades journey level, apprentices, pre-apprentices and industrial classified workers (when such classifications are contained in the collective bargaining agreement where the installation is performed) in sufficient numbers as may be necessary to execute properly work contracted for by the Employer in the manner and under the conditions specified in this Agreement. In the event the Union is unable to supply an adequate number of sheet metal workers within forty-eight (48) hours, excluding Saturday, Sunday and holidays, the Employer may directly hire such employees from any source and refer them to the local union.

SECTION 2. 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 grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 3. If during the term of this Agreement, the Labor-Management Relations Act of 1947 should be amended by Congress in such manner as to reduce time within which an employee may be required to acquire union membership, such reduced time shall become immediately effective instead of and without regard to the time limit specified in Section 2 of this Article.

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

ARTICLE V

SECTION 1. Authorized representatives of the Union shall have access to the Employer's fabrication shop(s) and job site(s) for the purpose of adjusting whatever grievance may develop from time to time throughout the life of the Local CBA and this Agreement, provided, however, that such representatives do not interfere with the employees or cause them to neglect their work, and that they comply with the Employer's lawful rules.

SECTION 2. The business manager(s) of the local union(s) in which the Employer's fabrication shop(s) or job site(s) are located shall have the right to appoint a working Building Trades Journey level to serve as steward. The appointment of the steward, with respect to duties, employment termination and recall, shall not be inconsistent with the scope and description for like stewards within the jurisdiction where the Employer's shop or job site is located as negotiated in the local CBA. In addition to his or her work as a building trades journey level, the steward shall be permitted to perform during working hours those Union duties which cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

ARTICLE VI

SECTION 1. Subject to the limitations set forth in the SFUA, the local CBA and this Agreement, the Employer shall have the right to plan, direct, control and schedule (including the scheduling of the work force and the scheduling of overtime) the operation of all its work, not limited to the implementation of new methods or processes established in the construction and fabrication industry; hire employees and supervision and determine crew size to safely perform the work; direct the working forces; assign employees to their jobs; discharge, suspend or discipline, transfer, promote or demote employees for just cause in line with the SFUA, the local CBA and this Agreement; lay-off employees and supervision because of lack of work or for other legitimate reasons without regard to any layoff priority rules; except those pertaining to stewards; require employees and supervision to observe the Employer's rules and regulations not inconsistent with the SFUA, the Local CBA and this Agreement, and establish, eliminate, change or introduce new or improved methods, machinery, or quality standards.

ARTICLE VII

SECTION 1. The regular work day shall consist of either five (5) days of eight (8) hours labor on the job between 6:00 a.m. and 6:00 p.m., beginning with Monday and ending with Friday of each week or; four (4) consecutive days of ten (10) hours labor on the job between 6:00 a.m. and 6:00 p.m., beginning with Monday and ending with Friday of each week. The four (4) day, ten (10) hour schedule must last at least one week. Once the work day schedule is established, it must remain in effect for the entire week and cannot be modified until the beginning of the following work week.

SECTION 2. Except as otherwise provided pursuant to Section 1 of this Article, all work performed outside the regularly scheduled working hours (eight (8) or ten (10) respectively) during the regular work week, and on Saturday shall be paid at one and one-half (1½) times the regular rate, except all hours worked on Sundays and holidays shall be paid at two (2) times the regular rate. Holidays shall be recognized as: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such as per the collective bargaining agreement of the local union having jurisdiction over the Employer’s job site.

SECTION 3. Regular time rates of pay and shift differential shall not be less than the rates and working hours negotiated in the Employer’s home local for employees sent from the home local to the job site local. If a more favorable condition exists at the job site, job site conditions shall prevail. Employees shall be at the project site at a scheduled starting time each day and shall remain until quitting time.

SECTION 4. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local union in advance of scheduling such work. Preference to overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

ARTICLE VIII

SECTION 1. When the Employer’s principal place of business is located outside the jurisdiction of the job site local union, the Employer may assign the first four (4) sheet metal workers from a local union outside the job site local union’s jurisdiction to the project site to perform any work the Employer deems necessary. When sheet metal workers are needed in addition to the four (4) referred by the Employer, the fifth (5th) through eighth (8th) sheet metal workers shall be referred from the job site local union. The ninth (9th), eleventh (11th) and thirteenth (13th) sheet metal workers may be from a local union outside the job site local union’s jurisdiction while the tenth (10th), twelfth (12th) and all sheet metal workers needed at the job site beginning with the fourteenth (14th) shall be referred from the job site local union. These stated ratios shall be applicable to each shift.

	<u>Outside of Job Site Local Union</u>	<u>Job Site Local Union</u>
1	X	
2	X	
3	X	
4	X	
5		X
6		X
7		X
8		X
9	X	
10		X

11	X	
12		X
13	X	
14 AND OVER		X

SECTION 2. The Employer may assign an unlimited number of supervisors from a local union outside the job site local union’s jurisdiction to the project site, provided said supervisors do not perform bargaining unit work.

SECTION 3. Should an Employer have an opportunity to secure work that exceeds the limitations contained in Section 1 of this Article and classifications described in Article III, Section 1, which could lead to more employment opportunities for covered employees by this Agreement, the SMART General President may consider modifications on a case-by-case basis. The Union shall not approve any variances in scope and other terms and conditions unless submitted in writing prior to bidding and approved by the Union before implementation. The application attached as part of this, Agreement shall be used to that end.

SECTION 4. This Agreement in no way relieves any individual member of his/her obligation of reporting in to the job site local union. This is in accordance with Article 16, Section 10(a) of the Constitution and Ritual of the Sheet Metal Worker’s International Association as amended August, 2009. At the discretion of the SMART General President, an Employer whose employees have not reported appropriately to the job site local union per Article 16, Section 10(a) may cause the abrogation of this Agreement for that Employer.

ARTICLE IX

SECTION 1. After the Employer’s operation has commenced at the project site, no subsequent change in wages, benefits or working conditions in such area will become effective on the Employer, except to the extent that any such change in wages, fringe benefits, fringe benefit contribution rates or working conditions that may have been agreed upon in negotiations between the local union having jurisdiction over the project site and a recognized bargaining agency of contractors in such areas. The Employer agrees to accept the new wage rates, fringe benefits, and fringe benefit contribution rates, working conditions, and effective dates so agreed upon.

SECTION 2. Should the job site local CBA expire while this Agreement is in effect, there shall be no strike by the Union and no lockout by the Employer. It is agreed that the Employer shall pay retroactively to the expiration date of the preceding local CBA the rate negotiated in the new local CBA. In the event of a strike of the local contractors upon the expiration of the SMWIA Local Building Trades Collective Bargaining Agreement, the Employer agrees that they will not ship fabricated material to struck jobs within the affected area.

SECTION 3. Nothing contained in this Article shall be construed to prohibit strikes or the removal of the Union workforce over the failure of the Employer to pay wages or make fringe benefit payments required by the applicable local union collective bargaining agreement.

SECTION 4. It shall not be a violation of this Agreement or of the foregoing no-strike clause, if members of the Union refuse to cross a lawful picket line established in accordance with the rules of the Building and Construction Trades Department, AFL-CIO.

ARTICLE X

SECTION 1. Article X of the SFUA shall be the governing procedure for grievances and arbitration with the following exception: following Section 1 of Article X, and before Section 2 of Article X, there shall be one additional step.

SECTION 2. The Section 1, Article X language contained in the SFUA shall be considered Step 1A. In the event that the parties are unable to resolve the grievance locally within ten (10) working days, the grievance shall proceed to Step 1B.

SECTION 3. Step 1B - The grievance shall be submitted to the SMART Office of the General President for assignment to an International Representative and by the Employer to the Employer's Labor Relation Manager. In the event that the parties are unable to resolve the grievance within ten (10) working days, the grievance shall proceed to Step 2 as described in Article X, Section 2 of the SFUA. By mutual consent, time lines may be extended for any step during the grievance process.

ARTICLE XI

SECTION 1. When sheet metal workers covered by this Agreement are assigned to projects beyond the local union territorial jurisdiction where the Employer's home office is located, the Employer agrees to abide by the terms and conditions (unless modified by this Agreement) of the local CBA where the work is being performed including: classifications and work scope, wage scale, wage progression and fringe benefit contributions for all bargaining unit employees of the employer performing work scope described in Article I of this Agreement.

SECTION 2. Monthly fringe benefit contributions on all employees covered by this Agreement shall be paid no later than the twentieth (20th) day of the month following the month in which work under this Agreement is performed. All contributions shall be made at such time and in such manner as the Trustees of the fringe benefit plans, funds and programs (collectively, the "Funds") require and the Trustees may at any time conduct an audit in accordance with provisions set forth in Fund documents. An Employer's failure to make contributions in a timely manner shall subject the Employer to any and all remedies that the Funds may have available under law and the Union may withdraw labor. The Employer recognizes as its representatives on the Funds' Board of Trustees such trustees as are now serving, or will in the future serve, as employer trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the Fund documents, as amended from time to time, and further agrees to be bound by all lawfully adopted Fund documents, policies and rules and regulations approved by the Boards of Trustees.

SECTION 3. Strictly in accordance with Article VIII, the Employer may bring sheet metal workers it currently employs from local unions outside of the local union jurisdiction in which the job site is located. Depending upon the number of workers needed, the Employer may also

employ sheet metal workers affiliated with the local union in whose jurisdiction a job site is located. Under this Agreement, the payment of wages and fringe benefit contributions and other payments as a result of an employee's work under this Agreement shall be as follows:

A. For sheet metal workers currently on Employer's payroll, before the start of a project, who are from outside the job site jurisdiction, the wages, fringe benefits and other payments to be paid, shall be those payable under the SFUA collective bargaining agreement in effect for the home jurisdiction of these workers. In the event that the total package within the job site local union jurisdiction and applicable to the job site (see subsection B below) is higher than the wage and fringe schedule or package in effect for workers from outside the jurisdiction of job site, the difference shall be paid in wages to Employer's workers from outside the job site jurisdiction.

B. For sheet metal workers who are represented for the purposes of collective bargaining by the local union with primary jurisdiction over the job site, the wages, fringe benefits and other payments to be paid shall be those payable under the SFUA collective bargaining agreement in effect for the jurisdiction of the job site.

SECTION 4. Notwithstanding Section 3, effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI), the National Energy Management Institute Committee (NEMIC) and the Sheet Metal Occupational Health Institute Trust (SMOHIT) the hourly contribution rate established by the Trustees of these Funds. These hourly contributions shall be made for each hour worked by each employee of the Employer covered by this Agreement.

SECTION 5. Monthly contributions and remittance reports due to all the funds listed in Section 4, and as applicable under this Agreement, to the Sheet Metal Workers' National Pension Fund, the SASMI Trust Fund, the Sheet Metal Workers' International Association Scholarship Fund, and the Sheet Metal Workers' National Supplemental Savings Plan should be transmitted electronically via the National Benefit Funds' Internet Payment System, accessible at www.smwnpf.org (or call 1-800-231-4622), or by mail to Sheet Metal Workers' National Benefit Funds, P.O. Box 79321, Baltimore, MD 21279-0321. Contributions and remittance reports and other payments to local union funds and programs within the jobsite, or outside of the jobsite, as applicable under Section 2, shall be transmitted as such funds or programs instruct.

SECTION 6. Contributions to local training funds shall be the rate as set forth per the applicable local CBA per Section 3 of this Article starting with the first hour of employment for all employees covered by this Agreement. Payment shall be made no later than the twentieth (20th) day of the month following the month in which work under this Agreement is performed and shall be remitted to the collection agent designated by the trustees of the funds.

SECTION 7. Health care plan contributions will be paid on all hours from the first hour of employment at the contribution rate established under Section 3 of this Article.

SECTION 8. The Employer shall pay monthly contributions to the applicable pension fund for all classes of employees covered by this Agreement. The pension fund or funds and appropriate contribution rates shall be determined per Section 3 of this Article. Contributions

are due from the first hour of employment, in accordance with the provisions of this Agreement and the pension funds to which contributions shall be made. In the event that any pension fund has issued schedules under a rehabilitation plan or funding improvement plan, the schedule selected for an employee under Section 3 of this Article shall be deemed adopted under this Agreement.

SECTION 9. Only when such contributions are required by the local CBA in effect where work is being performed as described in Article I, Section 4 of this Agreement, such contributions are payable to the National Stabilization Agreement of the Sheet Metal Industry (SASMI) Trust Fund pursuant to Section 3, then the rate of monthly SASMI contributions are generally to be made at a cents-per-hour rate that equates to three percent (3%) of the contractual wages plus 3% of contributions payable to retirement and welfare plans payable on behalf of each covered employee. These cents-per-hour equivalent rates shall be established under the wage and fringe package applicable to an employee as set forth in Section 3. The SASMI Trust Fund shall specify the appropriate cents-per-hour rate.

SECTION 10. If the wage and fringe schedules applicable to employees under Section 3 do not provide for contributions to the Sheet Metal Workers' International Association Scholarship Fund, then the Employer agrees to make a contribution in the amount of one (\$0.01) cent per hour from the first hour of employment, for each hour worked by all employees covered by this Agreement to the Sheet Metal Workers' International Association Scholarship Foundation. Payment shall be made to the Foundation for each hour of employment hereunder and sent monthly by the twentieth (20th) of the month following the month in which work was performed. Contributions and remittance reports shall be sent to the Foundation at SMART, 1750 New York Avenue, NW, 6th floor, Washington, DC 20006.

SECTION 11. Welfare benefit contributions, including without limitation, those described in Article XI, shall not be duplicated.

ARTICLE XII

SECTION 1. OSHA 10-Hour Training: All employees covered by this Agreement shall have 10-Hour OSHA Safety Training as well as any mandatory refresher course(s) through the local union, as a condition of employment prior to being dispatched.

SECTION 2. OSHA 30-Hour Training: All employees covered by this Agreement whose duties include the supervision of other sheet metal workers and are considered a foremen, general foreman or supervisor, shall have 30-Hour OSHA Safety Training.

SECTION 3. Sections 1 and 2 above shall not be applicable to industrial sheet metal work in connection with the mining industry. All employees covered by this Agreement performing mining industry work scope shall have MSHA Safety Training as required per the Federal Mine Safety Act of 1977, MSHA Part 48, Sub-Part A and Sub-Part B as required by work scope and job site.

SECTION 4. Relevant to the mining industry and Section 3 above, the Employer shall provide at the Employers expense, on-site safety related training and annual refresher safety and health training as required.

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

SECTION 5. Safety standards of the project owner and all safety policies of the Employer must be observed by the employees on all work covered by this Agreement. Any employee who fails to comply with the safety requirements heretofore referred to, or failure to participate and cooperate in such safety programs, shall be cause for discharge. The Union agrees that all employees will be required to use all required safety equipment and all required protective clothing. Failure or refusal to use such protective equipment is cause for discharge. It is further agreed that employees will bear the responsibility of purchasing and providing steel toed safety boots. Any and all other personal protective equipment will be provided by the Employer.

ARTICLE XIII

This Agreement signed the first day of _____, 20___, and shall remain in full force and effect for one year and shall continue in full force and effect from year to year thereafter unless either party notifies the other within 90 days of the anniversary date of their desire to negotiate changes or abrogate this Agreement.

Company

SMART

Signature

SMART General President

(Print Name)

Title

ARTICLE VIII APPLICATION

In accordance with Article VIII, Section 3 of the SMART Consolidated National Agreement for Industrial Construction, I am requesting permission to exceed the limitations of manpower portability and/or request the addition of Industrial Classified Workers on the below listed project:

Date of Request: ____ / ____ / ____

Name of employer: _____

Address: _____

Contact name and phone number: _____

Home local union: _____

Job site name: _____

Job site address: _____

Job site local union: _____

Anticipated project start and completion: _____ to _____

*Request additional manpower from beyond the project site local union for the following reason(s):

Additional number requested: _____

*Request the use of Industrial Classified Workers for the following reason(s):

Industrial Classified Workers to be _____% of local Building Trades Journey level wage.

Industrial Classified Worker fringe benefits:

Number of Industrial Classified Workers requested: _____

Signed:

Employer Date: _____

SMART General President Date: _____

