

# *2022 Agreement*

by and between



*International Association of Sheet Metal, Air, Rail and  
Transportation Workers  
Local Union No. 68*

Post Office Box 983, Euless, Texas 76039  
(817) 267-9213 | (817) 571-1023 FAX

and



**Dallas Fort Worth Sheet Metal Contractors Association**

5629 FM 1960 West, Suite 354, Houston Texas 77069  
(281) 440-4380 | (281) 440-4386 FAX

Effective  
*May 1, 2022*  
through  
*April 30, 2025*

*Includes  
Standard Form of Union Agreement (A-07-01),  
Index, Attachment No. 1, Addendum Nos. 1-31*

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# STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into this **1st day of May, 2022** by and between Dallas Fort Worth Sheet Metal Contractors Association, its successors or assigns, and each business establishment individually, whether represented by a Employer Association or not, hereinafter referred to as the **Employer**, and the International Association of Sheet Metal Air, Rail Transportation, Local Union 68 hereinafter referred to as the **Union** for (Attachment No.1).

### ARTICLE I

**Section 1.** This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, 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 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 whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

### ARTICLE II

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

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

### ARTICLE III

**Section 1.** The Employer agrees that none but Journeymen, Apprentice, Pre-Apprentice and Classified Sheet Metal Workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

## ARTICLE IV

**Section 1.** The Union agrees to furnish upon request by the Employer duly qualified Journeymen, Apprentice, Pre-Apprentice, and Classified Sheet Metal Workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

## ARTICLE V

**Section 1.** The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such Employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**Section 2.** 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.** 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 involve Employees immediately upon compliance with such conditions.

## ARTICLE VI

**Section 1.** The regular working day shall consist of (**Addendum No. 10**) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive (**Addendum No. 10**) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid 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 (**Addendum No. 10**) times the regular rate. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular workweek of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

**Section 2.** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (**Addendum No. 12**) or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid in accordance with the provisions of **Addendum No. 10**.

**Section 3.** 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 Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

**Section 4.** Shift work and the pay and conditions therefor shall be only as provided in written addenda attached to this Agreement. Energy conservation-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.

## ARTICLE VII

**Section 1.** When employed in a shop or on a job within the limits of **SMART LU. No. 68** Employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation with the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

## ARTICLE VIII

**Section 1.** The minimum rate of wages for Journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be (**Addendum No. 4**) per hour, except hereinafter specified in Section 2 of this Article.

**Section 2.** On all work specified in Article 1 of this Agreement, fabricated and/or assembled by Journeymen, Apprentices, Pre-Apprentices and/or Classified Sheet Metal Workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Air Rail and Transportation, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the Employees employed on such work in the home shop or sent to the jobsite.

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

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

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

**Section 5.** Except as provided in Sections 2 and 6 of this Article, the Employer agrees that Journeymen, Pre-Apprentice and Classified Sheet Metal Workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

**Section 6.** When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the Sheet Metal Air Rail and Transportation, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Air Rail and Transportation covering the area then the minimum conditions of the home local union shall apply.

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

**Section 8.** Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the Health and Welfare Trust 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.** Wages at the established rates specified herein shall be paid by cash or check in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

**Section 10.** Journeymen, Apprentices, Pre-Apprentices and Classified Sheet Metal Workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

**Section 11.** Each Employer covered by this Agreement shall employ at least one (1) Journeyman Sheet Metal Worker who is not a member of the firm on all work specified in Article I of this Agreement.

**Section 12.** (a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (**IFUS**) fifteen cents (**\$0.15**) per hour for each hour worked on and after the effective date of this Agreement (or other such amount per **Addendum No. 4** by each Employee of the Employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151-1209, or for the purpose of transmittal, through the **Dallas/Fort Worth Sheet Metal Industry Fund.**

(c). The IFUS shall submit to the International Association of Sheet Metal Air Rail and Transportation not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursement. 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 Sheet 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 Sheet Metal Air Rail and Transportation 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 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.** (a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay to the **Dallas/Fort Worth Sheet Metal Industry Fund, (Addendum No. 14) (Local Industry Fund)** ten cents (**\$0.10**) per hour for each hour worked on or after the effective date of this Agreement by each Employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20<sup>th</sup> day of the succeeding month.

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

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

**Section 14.** The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement. Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

**Section 15.** Effective as of the date of this Agreement the Employers will contribute to the **International Training Institute** for the Sheet Metal and Air Conditioning Industry (**ITI**) twelve cents (**\$0.12**) per hour for each hour worked by each Employee of the Employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through **SMART National Benefits Fund, P. O. Box 7921, Baltimore, MD 21279-0321.**

Effective as of the date of this Agreement the Employers will contribute to the **National Energy Management Committee (NEMIC)**, a jointly administered trust fund, three cents (**\$0.03**) per hour for each hour worked by each Employee of the Employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as



designated by the Trustees of the NEMIC, or for the purpose of collection and transmittal through SMART National Benefits Fund.

Effective as of the date of this Agreement the Employers will contribute to the **Sheet Metal Occupational Health Institute Trust (SMOHIT)** two cents (**\$0.02**) per hour for each hour worked by each Employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through the SMART National Benefits Fund.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate Agreements and Declarations of Trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said Trust Agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said Agreements.

The parties authorize the Trustees of all national Funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national Trusts.

**Section 16.** In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within thirty (30) days notice of such delinquency by the Trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

**Section 17.** (a). The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the national Funds.

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

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the Trustees or Local Union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of two (2) consecutive months.

## ARTICLE IX

**Section 1.** Journeymen, Apprentice, Pre-Apprentice and Classified Sheet Metal Workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

**Section 2.** Journeymen, Apprentice, Pre-Apprentice and Classified Sheet Metal Workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport persons, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

## ARTICLE X

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

**Section 1.** Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

**Section 2.** Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the **Local Joint Adjustment Board** where the work performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

**Section 3.** Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National

Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. \* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, 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. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (*Copies of the procedures may be obtained from the National Joint Adjustment Board.* \*)

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

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

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

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

(a). Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employer ('s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure 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.

**\*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956, or 4201 Lafayette Center Drive, Chantilly, VA. 20151-1209.**

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

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

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

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

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

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

**Section 10.** In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification. Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

## ARTICLE XI

**Section 1.** All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship and Training 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 and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system, to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

**Section 2.** The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

(a). The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

**Section 3.** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and

Training Fund (Local JATC) will not be used to train Apprentices or 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 a Scholarship Loan Program which will require Apprentices and Journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

**Section 4.** It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) Apprentice for each three (3) Journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new Apprentice if the Employer has an Apprentice on layoff for lack of work.

**Section 5.** Each Apprentice shall serve an apprenticeship of up to four (4) years and such Apprentices shall not be in charge of work on any job and shall work under the supervision of a Journeyman until apprenticeship terms have been completed and they have qualified as Journeymen.

**Section 6.** A graduated wage scale for Apprentices shall be established and maintained on the following percentage basis of the established wage rate of Journeymen sheet metal workers: (See **Addendum No. 4** to Article VIII, Apprentice Wage Rates.) This Section shall not have the effect of reducing the wage progression schedule of any Apprentice who was indentured prior to the effective date of this Agreement.

**Section 7.** The parties will establish on a local basis the SMWIA 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.

**Section 8.** The parties agree that concentrated apprenticeship training is preferable to night schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

**Section 9.** The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

**ARTICLE XII**  
**(See Addendum Nos. 4, 6 & 7)**

**Section 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant Pre-Apprentices on the basis of one (1) Pre-Apprentice for each three (3) Apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more Apprentices and at least three (3) sheet metal Journeymen shall be entitled to at least one (1) Pre-Apprentice. Any Apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any Pre-Apprentice. Thereafter, the same conditions and ratios shall apply.

In the event the Employer is entitled to employ a Pre-Apprentice and the Union fails to comply with the Employer's written request to furnish a Pre-Apprentice within forty-eight (48) hours, the Employer may hire such Employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-Apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of Pre-Apprentices for such openings during the first year of employment. No Pre-Apprentice shall be retained beyond one (1) year unless the Pre-Apprentice has been found to be qualified as an applicant.

The wage scale for Pre-Apprentices shall be a minimum of thirty percent (30%) of the wage rate for Journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the Pre-Apprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after ninety (90) days in the amount of five percent (5%) of the Journeyman pension contribution, to the next whole cent, or a minimum of thirty-two cents (\$0.32) per hour, whichever is greater, for each hour worked on or after the effective date of this Agreement. The parties shall make all necessary arrangements so that any Pre-Apprentice being reclassified shall experience no break in benefits coverage.

**ARTICLE XIII**  
**(See Addendum Nos. 4, 5 & 7)**

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

- A. one (1) Classified Worker for any Employer who employs an Apprentice;
- B. two (2) Classified Workers for any Employer who employs at least three (3) Apprentices;
- C. thereafter, the ratio will be one (1) Classified Worker for each additional three (3) Apprentices employed.

Classified Workers may perform any work covered by Article I of which they are capable and will work under the general direction of a Journeyman. The wage rate for Classified Workers

will be not less than forty-five percent (45%) of the Journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

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.

#### ARTICLE XIV

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

#### ARTICLE XV

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

#### ARTICLE XVI

**Section 1.** This Agreement and Addenda Numbers one (1) through thirty-two (33) attached hereto shall become effective on the **1<sup>st</sup> day of May, 2022**, and remain in full force and effect until the **30<sup>th</sup> day of April, 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. (**Addendum No. 33**) In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice provided; however, that if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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



**Section 4.** Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification or amendment to this Agreement.

**Section 5.** By execution of this Agreement, the Employer authorizes the Dallas Fort Worth Sheet Metal Contractors Association to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PRE-APPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.**

*Dallas Fort Worth Sheet Metal Contractors Association*

*International Association of Sheet Metal, Air Rail and Transportation Workers Local Union No. 68*

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Houston, Texas 77069  
(281) 440-4380  
FAX (281) 440-4386

Post Office Box 983  
Eules, Texas 76039  
(817) 267-9213  
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\_\_\_\_\_  
(Representative, DFW SMCA MEBU)

\_\_\_\_\_  
Calvin Jennings, Business Manager / FST

\_\_\_\_\_  
(Representative, DFW SMCA MEBU)

\_\_\_\_\_  
Jay Huckabee, Committee Member

\_\_\_\_\_  
(Representative, DFW SMCA MEBU)

\_\_\_\_\_  
Kevin Richison, Committee Member

**Addendum No. 1**  
**Recognition of Representation**

The employer recognizes Sheet Metal Workers Local 68 as the exclusive representative of all Sheet Metal employees within the Dallas Fort Worth Sheet Metal Contractors Association Multi Employer Bargaining Unit. The employer acknowledges the Union's evidence of employees support and agrees that a majority of the employees have authorized the Union to represent them in collective bargaining. The employer hereby recognizes the Union as the exclusive collective bargaining representative under Section 9 (a) of the National Labor Relations Act for all employees performing the work described in Article I, Section 1 of the collective Bargaining Agreement (CBA) on all present and future plants within the jurisdiction of the Union.

**Addendum No. 2**

The following Texas counties are the geographical jurisdiction of SMART Local Union No. 68 covered by this Agreement:

|          |          |          |              |
|----------|----------|----------|--------------|
| Brown    | Eastland | Jones    | Scurry       |
| Callahan | Ellis    | Kaufman  | Schackelford |
| Collin   | Erath    | Lamar    | Somervell    |
| Coke     | Fannin   | Mitchell | Stephens     |
| Coleman  | Fisher   | Navarro  | Sterling     |
| Comanche | Grayson  | Nolan    | Tarrant      |
| Cooke    | Hood     | Parker   | Taylor       |
| Dallas   | Hopkins  | Rains    | Van Zandt    |
| Delta    | Hunt     | Rockwall |              |
| Denton   | Johnson  | Runnels  |              |

**Addendum No. 3  
to  
Article IV**

**HIRING HALL**

In the interest of maintaining an efficient system of production in the industry, providing for orderly procedure of referral of the applicants to employment, preserving the legitimate interest of Employees in their employment status within the area, and of eliminating discrimination in employment because of membership, or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

**Section 1:** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 2:** The Employer shall have the right to refuse or select any applicant for employment.

**Section 3:** The Union shall select and refer qualified applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such regulation, by laws, constitutional provisions or any other aspect or obligation or Union membership policies or requirements or by race, color, religion, national origin, age or sex.

**Section 4:** The Union shall maintain a register of qualified applicants for employment. If the Union is unable to refer an applicant to the Employer within forty-eight (48) hours from the time of receiving the Employer's request (Saturdays, Sundays and Holidays **are the exception**), the Employer shall be free to secure applicants without using the referral procedures. The Employer shall notify the Business Manager of the Union within forty-eight (48) hours of the name, social security number, address and date of employment of Employees secured from any source other than the Union.

**Section 5:** Registered applicants for employment may solicit their own job, provided that upon securing a job, they obtain a referral number from the Union office before going to work.

**Section 6:** Employers shall advise the Business Manager of the Local Union of applicants needed. Employers shall notify the Union office by 10:00 a.m., if applicants are needed that day or by work time the following day.

**Section 7:** The Union will perform, at the request of an Employer, project compliant background checks on new referrals. The Employer will reimburse the Local the cost for any referral's approved background checks.

**Addendum No. 4  
to  
Article VIII**

**WAGE RATES**

**Section 1:** The Employer and Union recognize that throughout the duration of this Agreement, there shall be no increase in the total wage and fringe benefit packages specified below. Actual wage and fringe increases will become *effective the first full pay period*, on or immediately following the dates listed.

***Journeyman*** See Notes 1,2,3

| <b><u>Effective:</u></b>                             | <b><u>5-1-22</u></b> | <b><u>11-1-22</u></b> | <b><u>5-1-23</u></b> | <b><u>11-1-23</u></b> | <b><u>5-1-24</u></b> | <b><u>11-1-24</u></b> |
|--|----------------------|-----------------------|----------------------|-----------------------|----------------------|-----------------------|
| <i>Vacation Plan deduction</i> <sup>2</sup>          | 0.50                 | 0.50                  | 0.50                 | 0.50                  | 0.50                 | 0.50                  |
| <i>401(k) Plan deferral</i> <sup>3</sup> (min. rate) | 0.30                 | 0.30                  | 0.30                 | 0.30                  | 0.30                 | 0.30                  |
| <b>Base Rate</b>                                     | <b>\$33.98</b>       | <b>\$34.43</b>        | <b>\$35.08</b>       | <b>\$35.78</b>        | <b>\$36.43</b>       | <b>\$37.13</b>        |
| Health Benefit Fund                                  | 5.25                 | 5.25                  | 5.25                 | 5.25                  | 5.25                 | 5.25                  |
| National Pension Fund                                | 6.62                 | 6.62                  | 6.62                 | 6.62                  | 6.62                 | 6.62                  |
| International Trng. Institute (ITI)                  | .12                  | .12                   | .12                  | .12                   | .12                  | .12                   |
| DFW Apprentice & Trng. Fund                          | .65                  | .65                   | .70                  | .70                   | .75                  | .75                   |
| Industry Fund of U.S. (IFUS)                         | .15                  | .15                   | .15                  | .15                   | .15                  | .15                   |
| DFW Sheet Metal Industry Fund                        | .10                  | .10                   | .10                  | .10                   | .10                  | .10                   |
| National Energy Mgmt. Fund (NEMI)                    | .03                  | .03                   | .03                  | .03                   | .03                  | .03                   |
| SMW Occupational Health Fund (SMOHIT)                | <u>.02</u>           | <u>.02</u>            | <u>.02</u>           | <u>.02</u>            | <u>.02</u>           | <u>.02</u>            |
| <b>Total Hourly Economic Rate</b> →                  | <b>\$46.92</b>       | <b>\$47.37</b>        | <b>\$48.07</b>       | <b>\$48.77</b>        | <b>\$49.47</b>       | <b>\$50.17</b>        |

***Apprentices***

**1<sup>st</sup> Year Apprentices** <sup>Notes 2</sup>

- First Half **50% \***
- Second Half **55% \***

**2<sup>nd</sup> Year Apprentices** <sup>Notes 2,3</sup>

- First Half **60% \***
- Second Half **65% \***

**3<sup>rd</sup> Year Apprentices** <sup>Notes 2,3</sup>

- First Half **70% \***
- Second Half **75% \***

**4<sup>th</sup> Year Apprentices** <sup>Notes 2,3</sup>

- First Half **80% \***
- Second Half **85% \***

\* The base rate of an Apprentice is the stated percentage of the applicable Journeyman base rate. The contributions payable on behalf of Apprentices shall be the same as for Journeymen **except** the contribution to the **National Pension Fund** will be based on the Apprentice's applicable percentage as listed above. (e.g. A 70% Apprentice's National Pension Fund contribution rate = 70% of the Journeyman's full National Pension Fund contribution rate.)

### ***Classified Workers*** Notes 1,2,3

The **minimum** hourly base rate payable to Classified Workers shall be forty-five percent (45%) of the Journeyman's taxable base wage rate, and hourly contributions to the International Training Institute (\$.12), the National Energy Management Institute (\$.03), the SMW Occupational Health Fund (\$.02), the SMACN-IFUS (\$.15) and the DFW Sheet Metal Industry Fund (\$.10) shall be applied, **plus** the Employer shall remit hourly contributions to the Health Benefit Fund and to the National Pension Fund; however, the **National Pension Fund contribution rate shall be at the same percentage as the Classified Worker's base wage rate.**

There shall be an **eighty percent (80%) maximum cap** on the wage rate except in those situations (i.e. employee exhibits special skills), whereby a higher maximum cap may be warranted and provided advance approval of the Business Manager is received.

Shall receive a wage increase based upon the corresponding contractual wage increase applied to the Journeyman.

### ***Pre-Apprentices*** Notes 2

The hourly rate for Pre-Apprentices shall be a **minimum** of forty-five percent (45%) to a maximum of seventy percent (70%) of the Journeyman's taxable hourly base wage rate, and hourly contributions to the International Training Institute (\$.12), the National Energy Management Institute (\$.03), the SMW Occupational Health Fund (\$.02), the SMACN-IFUS (\$.15) and the DFW Sheet Metal Industry Fund (\$.10) shall be applied, **plus** the Employer shall remit hourly contributions to the Health Benefit Fund and to the National Pension Fund; however, the **National Pension Fund** contribution shall commence with hours worked beginning the first payroll period after ninety (90) days employment in the amount of five percent (5%) of the applicable Journeyman National Pension Fund contribution rate. Effective May 1, 2022 the contribution rate is thirty-three cents (\$.33).

### ***NOTES***

<sup>1</sup> Eligibility to receive a May 1<sup>st</sup> hourly wage increase is contingent upon a Journeyman's and Classified Worker's successful completion of eight (8) hours (minimum) industry-related upgrade training during the preceding twelve (12) month period. Said "industry-related upgrade training" shall be overseen and coordinated by the appointed Joint Apprentice and Training Committee. Completed training beyond eight (8) hours may carry over and apply to the subsequent year's minimum upgrade training requirement.

<sup>2</sup> It is agreed that Vacation Plan deductions are voluntary and Employees electing not to participate shall have no deduction withheld from their wages. In addition, only members of Local Union No. 68 will be permitted to participate in the Vacation Plan.

<sup>3</sup> Thirty cents (\$.30) per hour *deferred* from the base rate to the Local's 401(k) Retirement Plan applicable to **only Journeymen, Apprentices (2<sup>nd</sup> year, 3<sup>rd</sup> year & 4<sup>th</sup> year) and Classified Workers.** The wage deferral to the Local's 401(k) Plan does not apply to 1<sup>st</sup> year Apprentices nor to Pre-Apprentices. Employees *may* elect to withhold additional 401(k) monies per individual written authorizations.

**Section 2: Option to Divert** - With thirty (30) days prior written notice from the Business Manager/FST the Employer agrees to divert or reallocate any existing monies to any existing fringe benefit Fund.

**Section 3:** If at any time during the life of this Agreement the membership of Local Union No. 68 votes in favor of reducing the hourly contribution rate, or eliminating the contribution rate entirely, for the *Health Benefit Fund*, *NEMI* or the *SMW Occupational Health Fund*, the Employer agrees to re-allocate any amount caused by the reduction or elimination to the taxable wage or to any other existing Funds as the Union decides.

#### **Addendum No. 5**

to

#### **Article XIII**

#### **CLASSIFIED WORKER**

**Section 1:** Classified Workers may perform any work covered by *SFUA* Article I of which they are capable and shall work under the direct supervision of a Journeyman Sheet Metal Worker.

**Section 2:** During the term of this Agreement, no Employee of this classification, who desires of his/her own volition, to enter into the *D/FW Apprenticeship Training program*, shall suffer a wage reduction due to his/her enrollment.

**Section 3:** In the event the Employer is entitled to employ a Classified Worker and the Union fails to comply with the Employer's written request to furnish a Classified Worker within forty-eight (48) hours, the Employer may directly hire such Employees and refer them to the Union.

#### **Addendum No. 6**

to

#### **Article XII**

#### **PRE-APPRENTICE**

**Section 1:** A Pre-Apprentice classification is established by Article XII of the *Standard Form of Union Agreement*. Pre-Apprentices may be utilized by the Employer under the following conditions:

- A. The number of Pre-Apprentices employed in the shop and field will be the option of the Employer.
- B. Pre-Apprentices are not to use any tools of the Sheet Metal Workers trade unless established in the shop or field ratio for Classified Workers or Pre-Apprentices, and working under the direct supervision of a Journeyman.
- C. Pre-Apprentices are not to operate any equipment used in the Sheet Metal Workers trade unless established in the shop or field ratio for Classified Workers or Pre-Apprentices, and working under the direct supervision of a Journeyman.
- D. It is agreed there are many non-skilled tasks the Pre-Apprentices can and will perform, but it shall be at the direction of a Journeyman Sheet Metal Worker.

E. Pre-Apprentices may, at the Employer's discretion, perform any duties without restriction or limitations on the use of tools or equipment; however, they must be under the direct supervision of a Journeyman. This only applies to those Pre-Apprentices employed in the prescribed shop and/or field ratio.

**Section 2: Pre-Apprentice Duties** The Employer shall have the sole discretion to employ as many Pre-Apprentices as desired to perform all duties falling outside the scope of the work jurisdiction claimed by Sheet Metal Workers, including, but not limited to, the following:

- A. **Shop and Field** - Material deliver, loading and unloading, storage, cleaning, deliver and pick up of tools, servicing and cleaning contractor's equipment, assisting in moving and placing materials.
- B. **Shop** - Painting, sealing duct, material handling, storage of material and equipment inventory and stock piling of materials and scrap clean up.
- C. **Field** - Delivery and stringing of duct work, equipment and tools to various floors, sealing duct, erecting and dismantling scaffolding similar to Safeway types, not over three (3) sections high (erecting scaffolding over three (3) sections high shall be under supervision of Journeyman), cutting of holes in floors, walls, ceilings and roofs, dismantling, wrecking and hauling off all non-reusable material and equipment connected with demolition or remodel work.
- D. Pre-Apprentices shall not participate in composite crews.

**Section 3:** Pre-Apprentices employed shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of Pre-Apprentices for such openings during the first year of employment. **No Pre-Apprentice shall be retained beyond one (1) year unless the Pre-Apprentice has been found to be qualified as an applicant.**

#### Addendum No. 7

### JOURNEYMAN – APPRENTICE – CLASSIFIED WORKER *OR* PRE-APPRENTICE RATIOS

**Section 1: Shop Fab Only** - For every one (1) Journeymen employed by the Employer, one (1) Classified Worker or Pre-Apprentice may be employed at the applicable rate. There will be no restriction on the Classified Worker or Pre-Apprentice as to his/her duties or assignments with the exception of the following: the Classified Worker or Pre-Apprentice shall work under the direct supervision of a Journeyman Sheet Metal Worker. "Shop" is defined as all operations of the Employer occurring within its various permanent locations; the construction projects, upon which the Employer is working, however, are considered as "field" and not "shop."

**Section 2: Field Erection Only** - For every one (1) Journeyman employed by the Employer, the Employer may employ one (1) Classified Worker or Pre-Apprentice at the applicable rate. There will be no restriction on the Classified Worker or Pre-Apprentice as to his/her duties or assignments with the following exception: the Classified Worker or Pre-Apprentice shall work under the direct supervision of a Journeyman Sheet Metal Worker. "Field" is defined as all operations conducted by the Employer outside of his permanent location. If Apprentices are not available from either the Employer or the Union,

the Employer, upon notification to the Union, may use one (1) Journeyman and two (2) Classified Workers or Pre-Apprentices.

**Section 3-A: Apprentice Shop Ratio** - The number of Apprentices shall be one (1) Apprentice for every one (1) Journeyman. If Apprentices are not available for employment and provided the Employer has submitted at least one (1) week's (five business days) written notice to the Local Joint Apprentice Committee requesting Apprentices for employment to satisfy the shop ratio, then the Employer may substitute a Classified Worker or Pre-Apprentice for one of the Apprentices in the listed ratio and use a *temporary ratio* of one (1) Journeyman, one (1) Apprentice and two (2) Classified Workers or Pre-Apprentices. As soon as an Apprentice becomes available as determined by the Local Joint Apprentice Committee, he/she will immediately replace the temporary Classified Worker or Pre-Apprentice.

**Section 3-B: Apprentice Field Ratio** - The number of Apprentices shall be one (1) Apprentice for every one (1) Journeyman.

**Section 4:** No Employer shall employ a Classified Worker or a Pre-Apprentice prior to delivering a written request to the Local Joint Apprentice Committee for an Apprentice to maintain the shop or field ratio. If there is no Apprentice available, the Employer is free to employ a Classified Worker or Pre-Apprentice to meet requirements of the Employer's work. If a referred Apprentice is not acceptable to the Employer, the Employer shall notify the Local Joint Apprentice Committee, and the Committee shall make the final decision regarding acceptability of the referred Apprentice or whether to refer another Apprentice.

**Section 5:** The Employer agrees at times of layoff the Apprentices with the least amount of indenture time with the D/FW Apprentice Program will be laid off first. It is also understood that Apprentices employed on a temporary basis by the Employer for a period of ninety (90) days or less may be terminated. Any exceptions to the requirements of this Section must meet prior approval of the Local Joint Apprentice Committee.

## **Addendum No. 8**

### **FOREMAN CLASSIFICATION / JOBSITE GENERAL FOREMAN CLASSIFICATION**

#### **FOREMAN**

Shops employing Sheet Metal Workers of Local No. 68 shall designate at least one (1) Employee to be shop Foreman. He/she shall be a working Foreman with no restrictions on use of tools or duties. He/she shall be a full-time shop Foreman assigned to the shop.

When an Employer is performing a job requiring four (4) or more Employees, the Employer shall designate one (1) person as job site Foreman.

All Foremen, of any category, will be working Foremen without restriction on the use of tools or duties to be performed.

A foreman supervising up to six (6) employees shall be paid a minimum of five percent (5%) above the Journeyman hourly base wage rate.

A foreman supervising seven (7) or more employees shall be a paid a minimum of seven percent (7%) above the journeyman hourly base wage rate.



**Addendum No. 9**  
**to**  
**Article IX**

**TRANSPORTATION RESTRICTIONS**

No Journeyman, (*non-supervisory*), Apprentice, Classified Worker or Pre-Apprentice, shall rent, lease or loan any truck, automobile, conveyance or equipment to any Employer.

**Addendum No. 10**  
**to**  
**Article VI**

**STARTING TIME – SHIFT WORK – OVERTIME**

**STARTING TIME**

The regular working day shall consist of eight (8) hours labor in the shop or on the job site between 5:00 a.m. and 5:00 p.m., Monday through Friday, except as provided in “Shift Work;” or upon notification to the Local Union, by mutual consent of the Employer and a majority of the Employees involved, an earlier starting time may be established.

**STARTING AND ENDING TIMES**

In order to secure work which cannot be performed during the normal workday, Monday through Friday, the Employer may be allowed to change the starting and ending times of a workday to accommodate job requirements with thirty-six (36) hours prior notification to the Local Union and the Employees affected.

**SHIFT WORK**

**Section 1:** Shift work may be performed with thirty-six (36) hours prior notification to the Local and the workers affected. Shift work, both inside and outside the shop, Monday through Friday, may be performed, when necessary, as determined by the Employer. There shall be no required number of shifts or hours in the field or shop, but any shift of less than four (4) hours shall be paid at one and one-half (1½) times the regular rate.

**Section 2:** Any work performed within seven (7) hours of an Employee’s last regular shift shall be at his / her overtime rate.

**Section 3:** No Employees may be employed on two (2) consecutive shifts.

**Section 4:** Shift work hours for Apprentices, Classified Workers and Pre-Apprentices shall be the same as those specified for Journeymen, however, no Apprentice/Student shall be employed on a shift during the time of year that the Apprentice School is in session if the shift work conflicts with the JATC class schedule.

**Section 5:** The *second shift* shall work eight (8) full hours and receive a minimum of ten percent (10%) per hour above the Journeyman’s scale. The second shift shall be any shift starting after 2:30 p.m., but before 7:30 p.m.

**Section 6:** The *third shift* shall work eight (8) hours and receive a minimum of fifteen percent (15%) per hour above the Journeyman's scale. A third shift shall be any shift starting after 7:30 p.m. but before 5:00 am.

## **OVERTIME**

**Section 1:** All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate, provided the Employee had the opportunity to have worked the initial forty (40) hours, Monday through Friday. If working four ten (4-10) hour days, the same shall apply. In the event an overtime schedule is required, employees shall accrue overtime hours for hours worked in excess of eight (8) hours per day, so long as employees work all hours made available for the work week, including make-up days made necessary as a result of inclement weather.

**Section 2:** All hours worked on Sundays and holidays shall be paid at two (2) times the Employee's regular rate of pay.

**Section 3:** Driving a loaded truck before and/or after the regular starting or quitting time from shop to job, from job to shop or from job to job shall be considered overtime work, if more than eight (8) hours for that day are involved.

**Section 4:** In the interest of safety, a break between the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) hour of work will be taken as per Addendum No. 20, Section 2.

### **Addendum No. 11**

to

### **Article VIII**

### **PAY PERIOD**

Wages at the established rates specified herein shall be paid by cash or check in the shop or on the jobsite at or before quitting time on Friday of each week. The workweek may terminate on Tuesday of each week, and no more than three (3) days pay will be withheld. However, Employees shall be paid in full when discharged. Quitting time, as mentioned above, shall be the normal daily quitting time, or at such time as the Employer dismisses Employees due to the lack of work available or inclement weather. **All Employees will be furnished a termination slip when discharged and a copy will be furnished to the Local Union. The termination slip shall contain the following information:**

1. Employee's Name
2. Last four digits of the Employee's social security number
3. Date of Termination
4. Reason for Discharge
  - Medical Leave
  - Reduction of Workforces
  - Excessive Tardiness
  - Poor / Lack of Performance
  - Failure to Pass Medical Examination / Testing
  - Other – Specify
5. Eligible for Re-Hire / No Re-Hire
6. Employee Classification
7. Ending Rate of Pay \*

*\* It is the intent the "ending rate of pay" does not necessarily determine the Employee's next rate of pay with another Employer.*

The Employer, in lieu of issuing paychecks, shall have the unilateral option of compensating covered Employees by direct bank deposit. Evidence of all withholdings will be made available to the Employee.

**Addendum No. 12  
to  
Article VI**

**HOLIDAYS – FOUR-DAY WORK WEEK – MAKE-UP DAY**

**HOLIDAYS**

**Section 1:** New Year’s Day, Memorial Day (legal Memorial Day), Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

**Section 2:** If any of the above Holidays fall on Sunday, then the following Monday will be observed, and if the Holiday falls on Saturday, the preceding Friday will be observed.

**FOUR-DAY WORK WEEK**

The Employer, after notification to the Local Union, may establish a four-day (4) work week consisting of four (4) consecutive ten (10) hour days, paid at the regular rate of pay Monday through Friday. The regular working day shall consist of ten (10) hours labor in the shop or on the job site between 5:00 a.m. and 5:00 p.m. Thanksgiving Holiday being the exception, Local Union 68 and the Employers, by mutual agreement may address the work hours for that week.

**MAKE-UP DAY**

**Section 1:** The regular workweek is defined as being from Monday through Friday. However, if work cannot be performed during the regular work week due to inclement weather or other events beyond the Employer’s control, then the Employer, with notification to the Local Union, may establish the following Saturday as a make-up day at the regular rate of pay for those hours missed, not to exceed eight (8) hours. Make-up days shall not be used for less than four (4) hours of work.

**Section 2:** If hours worked exceed make-up hours, then those hours will be paid at the rate of one and one-half (1½) times the regular rate. Starting time for the make-up day will be the same as the established starting time for the job involved.

**Section 3:** If the job involved is a four-day workweek project as defined in this Addendum, Monday through Thursday, then the following Friday may be the make-up day. If the workweek is Tuesday through Friday, then Saturday may be the make-up day.

**Addendum No. 13**  
to  
**Article VII**

**FREE ZONE - TRAVEL ALLOWANCE - PARKING**

**FREE ZONE – TRAVEL ALLOWANCE**

**Section 1:** The following free zone counties shall be: **Wise, Denton, Collin, Parker, Tarrant, Dallas, Rockwall, Kaufman, Johnson, Grayson and Ellis.**

**Section 2:** On jobs located outside of the free zone counties the following mileage allowance shall apply. Mileage shall be established from 1020 S. Industrial Blvd., Euless, TX 76040 using *MapQuest* Maps.

- A. **up to thirty (30) miles from the nearest free zone county**      **\$30.00 per day worked**
- B. **More than 30 miles from the nearest free zone county**      **\$60.00 per day worked**

**Section 3:** An Employee who resides within thirty (30) miles of the location of the job shall not be eligible for a travel allowance. Said Employee must have lived in that area for at least six (6) months prior to the letting of said job, or have an established home within the area.

**PARKING**

The Employer will make accommodations to provide parking for Employees at no cost to the Employee. Accommodations may include remote parking with Employer-furnished transportation from the remote parking area.

**Addendum No. 14**  
to  
**Article IX**

**TOOLS EMPLOYER / EMPLOYEE FURNISHED**

**Section 1:** The Employer shall furnish all power tools, pop rivet guns, hacksaw blades, soap stone, drill bits, marking items, safety equipment, special clothing (except hard toe shoes), hard hats with new liners and sweat bands, welding gloves, welding sleeves, etc., protective glasses (except prescription glasses) and leather work gloves. The Employee shall, at the Employer's request, sign for equipment furnished by the Employer.

**Section 2:** The following listed tools shall be a minimum requirement of all Journeymen, registered Apprentices and Classified Workers. Additional tools may be furnished by the Employee but shall not be required as a condition of employment. (**Exception:** Apprentices shall have six (6) months from their date of employment to acquire the tools):

- |                          |                              |                      |
|--------------------------|------------------------------|----------------------|
| 1 pair snips – left cut  | 2 adjustable wrenches 10”/6” | 1 scratch awl        |
| 1 pair snips - right cut | 1 25’ tape measure           | 1 pair 8” dividers   |
| 1 pair bulldog snips     | 1 stubby screwdriver         | 1 pipe crimper       |
| 1 pair tongs             | 1 small level (18” max.)     | 1 pair pliers        |
| 1 hacksaw                | 1 set Allen wrenches         | 1 knife              |
| 2 pair vise grips        | 1 8” screwdriver             | 1 sheet metal hammer |
|                          | 1 8” Phillips screwdriver    |                      |

**Section 3:** Employer shall furnish all tools required for Pre-Apprentices, employed for at least ninety (90) days, to perform assigned tasks. The following listed tools shall be a minimum requirement of all Pre-Apprentices (working without restrictions). Additional tools may be furnished by the employee but shall not be required as a condition of employment.

1 pair snips – left cut  
1 pair snips - right cut  
1 25' tape measure

1 sheet metal hammer  
1 pair tongs

2 pair vise grips  
1 8” screwdriver

**Section 4:** Tools furnished by Journeymen, Apprentices, Classified Workers and Pre-Apprentices of contributing Employers will be insured by the Local Industry fund under the following conditions:

- A. The maximum loss for one person, each occurrence, shall be five hundred fifty dollars (\$550.00).
- B. There must be signs of forcible entry and the loss must be reported to the police department.
- C. The tools will be insured against theft **ONLY** if the tools are at a job site or in the shop.
- D. One representative from the Union and one representative from the Employer will act as the adjuster. If they deadlock, a representative from the insurance industry will act as arbitrator, and this decision will be final.
- E. All tools must be etched with the Employee’s name, initials or I. D. number.
- F. The Employee shall furnish a list of tools to the Local Industry Fund, and this shall be the list of tools insured.
- G. All claims shall be submitted to the Local Industry Fund.

### **Addendum No. 15**

#### **CHECK-OFF AUTHORIZATIONS**

Upon receipt of a signed individual authorization form any Employee covered under this Agreement, who is a “Union” member, the Company shall withhold from such Employee’s earnings payment for Union dues, working assessments and/or any other uniformly applied obligations as may be specified in the individual’s authorization. Such authorization shall be irrevocable for a period of one (1) year or until the termination of this Agreement, whichever occurs sooner and shall be automatically renewed for successive periods of one (1) year, unless the individual sends written notification to the Union, with a copy to the Employer, of intent to terminate authorization. Such notification must be sent between ten (10) to twenty (20) days prior to the anniversary date of the Agreement or the anniversary date of the individual’s authorization, whichever occurs sooner. Deductions shall be made from the first full pay period of each month following the date of employment of said Employee and from the first pay period of each month thereafter; and such deductions shall, within ten (10) days after the date of the check-off, be remitted to the Financial Secretary of the Local Union together with a record of Employees, in alphabetical order, from whom deductions have been made and the amount of deduction from each individual.

Deductions for initiation fees shall be made weekly or monthly as specified in the individual’s authorization. Should any Employee have no earnings due him/her on the first pay period of any month, deductions shall be made from the next succeeding pay period of the Employee. The obligation of the Employer under this Article shall be exclusively determined by the language of the “Check-Off Authorization” duly executed by an Employee and delivered to the Employer.

## PAL AUTHORIZATION

The Employer agrees to honor political contribution deduction authorizations from its Employees who are Union members in the following form:

*"I hereby authorize the Employer to deduct from my pay the sum of two cents (\$.02) for each hour worked and to forward that amount to PAL Political Fund and/or AFL-CIO COPE. This authorization is signed voluntarily and with the understanding that PAL Political Fund and/or AFL-CIO COPE will use this money to make political contributions and expenditures in connection with federal, state and local elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by the United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, PAL Political Committee and/or AFL-CIO COPE, 1750 New York Avenue, N.W., Washington, D.C. 20006, and to the Employer."*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

The political contribution deduction shall be made on the first pay period of each month during which an Employee who has performed compensated service has, in effect, a voluntary executed political contribution deduction authorization. The money shall be remitted within (10) days thereafter to PAL Political Fund, and/or AFL-CIO COPE, 1750 New York Avenue, N.W., Washington, D.C. 20006, accompanied by a form stating the name and hours worked for each Employee for whom a deduction has been made.

### Addendum No. 16

#### CONTRIBUTIONS – FORMS – PROCEDURE – DELINQUENT - BONDS

**Section 1:** **National Pension Fund** - It is agreed that for the duration of this Agreement and extensions or renewals thereof, each Employer shall contribute and pay into the *Sheet Metal Workers' National Pension Fund* the amount specified in Addendum No. 2, or any amount which is properly diverted per the provision outlined in Addendum No. 2, for all hours actually worked by General Foremen, Foremen and Journeymen. An appropriate percentage or a fixed amount, as the case may be, of the pension contribution will be remitted by Employers on behalf of Apprentices, Classified Workers and Pre-Apprentices. (See *Addendum No. 2*) Contributions shall be reported on such forms and in such manner as prescribed by the Trustees of the National Pension Fund. **It is expressly understood that any changes to the National Pension Fund's contribution rate, throughout the term of the Agreement, shall be pursuant exclusively to the Local Union's option to allocate from existing wages any monetary changes to the rate.**

An appropriate percentage or a fixed amount, as the case may be, of the pension contribution will be remitted by Employers on behalf of Apprentices, Classified Workers and Pre-Apprentices. (See *Addendum No. 2*). Contributions shall be reported on such forms and in such manner as prescribed by the Trustees of the National Pension Fund.

**Section 2:** **Funds** - It is agreed that for the duration of this Agreement and extensions or renewals thereof, each Employer shall contribute and pay (or defer wages, as the case may be) into the *Texas Pipe Trades' Health Benefit Fund, U.A. Plumbers & Steamfitters' 401(k) Retirement Plan of Texas, NEMI Fund, Local and International Training Funds, Local and National Industry Funds, National Pension Fund, Occupational Health Institute Trust* and any other Plan or Fund that may be mutually adopted by the Union and the Employer.

All hourly contributions (or wage deferrals, as the case may be) to the *D/FW Apprenticeship and Training Fund*, *Vacation Fund*, *SMACN-IFUS* and *DFW Sheet Metal Industry Funds, U.A. Plumbers & Steamfitters' 401(k) Retirement Plan of Texas*, and the *Texas Pipe Trades' Health Benefit Fund* will be mailed to: **Southwest Service Administrators, Inc., Post Office Box 860007, Plano, Texas, 75086-0007.**

**Section 3: Vacation/Savings Plan** - It is agreed that the Employer will deduct a minimum of fifty cents (\$.50) per hour from the gross wages for all hours worked by General Foremen, Foremen, Journeymen and Apprentices when furnished with authorization for such deductions signed by the Employee. The Union agrees that it shall be responsible for obtaining of the signed authorization forms and for supplying same, or copies of same, to the Employer. Deductions will then be forwarded in accordance with this Addendum. The expense of deduction and forwarding of said funds shall be borne by Employer. At no time during the effective dates of this Agreement shall more than twenty percent (20%) of any one Employer's Employees be allowed vacation at one time without expressed permission of the Employer.

**Section 4: Procedure - Delinquent** - All funds, savings plan deductions and report forms shall be delivered or mailed by the 15th day of the succeeding month. If funds and reports are mailed and postmarked by the 15<sup>th</sup> or earlier, they shall not be considered delinquent. Any funds, savings plan deductions or report forms postmarked after the 15<sup>th</sup> due date shall be considered delinquent and subject to a fifteen percent (15%) penalty. It is agreed that the Joint Board of Trustees of existing Funds shall have the right to resort to legal recourse to obtain or recover delinquent funds. Where Funds or Plans are not administered by a Joint Board of Trustees, the Union or Employer shall have the right to resort to legal recourse to obtain or recover all delinquent funds. If recovery action of delinquent funds is delayed for any reason by the Trustees of such Funds, the Union or Employer shall have the right to resort to legal or economic recourse to obtain or recover such delinquent funds.

**Section 5:** The Employer hereby agrees to be bound by and comply with all of the provisions of the *Sheet Metal Workers' National Pension Fund*, the *Texas Pipe Trades' Health Benefit Fund* and the *Sheet Metal Workers' Local Union No. 68 Apprenticeship and Training Fund* Trust Agreements and their amendments, renewals or extensions governing the Funds.

**Section 6:** It is further agreed that all Employers signatory to this Agreement shall provide a BOND not to be less than five thousand dollars (\$5,000.00) to be increased when needed to cover three (3) months average exposure, guaranteeing all payments to all funds and plans provided hereunder. This BOND shall be furnished and in effect for the life of the Agreement. The BOND shall be on a form acceptable to the Joint Board of Trustees. For new Employers without a previous Agreement with Sheet Metal Workers' Local Union No. 68, the BOND shall be furnished to the Trustees or to the Union acting as the Trustees' Agent, before members of Sheet Metal Workers' Local Union No. 68 can be employed by that Employer. For Employers with a previous Agreement with Sheet Metal Workers' Local Union No. 68, the BOND will be delivered and in the hands of the Trustees, or the Union acting as a Trustee Agent, no later than thirty (30) days from the signing of this Agreement for work under this Agreement to continue.

**Section 7:** Provisions of Section 6 of this Addendum will not be in effect until such time the payment of funds are delinquent twice during the term of this Agreement.

**Section 8:** Each Employer will be required to furnish each Employee a weekly slip to accompany a paycheck showing: (1) hours worked, (2) gross pay, (3) itemized deductions, and (4) net pay.

**Section 9:** The Business Manager and/or Agent of the Local Union shall have the right to ask for and receive for inspection, any check given to an Employee covered by this Agreement for work performed or any weekly payroll sheet.

**Section 10:** Each Employer agrees to pay the listed basic wage scale on all Journeymen, Apprentices, Classified Workers and Pre-Apprentices and the listed fringes and funds on all Employees covered by this Agreement for each hour worked.

#### **Addendum No. 17**

##### **INJURY PAY**

Employers agree that if any Employee working under this Agreement is injured in the shop or on the job during working hours and is sent home by the doctor, such Employee shall be paid at least eight (8) hours straight time pay for that day. Employers agree that if any Employee working under this Agreement is injured in the shop or on the job site during working hours and is sent to the doctor for treatment and returns to work, he/she shall lose no pay for such visit. On any return visit, as prescribed in writing by the doctor, he/she shall be paid no more than one (1) hour for each visit.

#### **Addendum No. 18**

##### **STEWARDS**

When two (2) or more Journeymen are employed in a shop or on a job site, one Journeyman shall be appointed Steward by the Business Manager or Business Representative of the Union. The Employer agrees to recognize the Steward appointed by the Union in matters pertaining to the Agreement. The Union shall promptly notify the Employer in writing, by certified mail, of the name of the Steward. It shall be the duty of the Steward to see that the provisions of this Agreement are adhered to. It shall also be his/her duty to attempt to amicably settle any grievance or dispute that may arise on the job, in accordance with the Steward's Grievance Procedure of Sheet Metal Workers' Local Union No. 68. Stewards will be allowed a reasonable amount of time during working hours to perform their duties. No Steward shall be discharged from any shop or job because of the performance of his/her duties. A twenty-four (24) hour notice shall be given Local Union No. 68 and the Steward prior to the discharge or transfer of any Steward. All Journeymen, Apprentices, Pre-Apprentices and Classified Workers will cooperate with the Steward. When there is any overtime worked on any job, one of the Journeymen working shall be designated as Steward.

#### **Addendum No. 19**

##### **NO STRIKE – NO LOCK OUT**

Neither the Union nor any of the Employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly in any: strike, picketing, slow down, stoppage or other curtailment or interference with Employer's operation; or interference with the flow of materials or persons in or out of the place where Employer is doing business, except as provided in Article X of the Standard Form of Union Agreement.



The Union agrees to exert every effort through its local officers and representatives to end any interruption of work. The Employer will not lock out any Employees covered by this Agreement.

Furthermore, the Employer agrees that the Business Manager and/or Business Representatives of the Local Union shall be permitted access to any shop or job site at any time work is being performed.

Notwithstanding a deadlock in negotiations for a new Agreement at the local level or by the National Joint Adjustment Board pursuant to Article X, Section 8 of the Standard Form of Union Agreement, this Collective Bargaining Agreement shall continue in its entirety, including the “*No-Strike-No Lock Out*” provisions of this Addendum No. 17 as to those projects on which Employer has obtained contracts or work during the life of this Agreement for the duration of those projects, but not as to other projects.

## **Addendum No. 20**

### **WORK PRESERVATION**

**Section 1:** A “dual shop Employer” for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner’s control, has ownership access (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I herein above, using Employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister Local Union affiliated with Sheet Metal Air Rail Transportation, AFL-CIO in that area.

An Employer is also a “dual shop Employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I hereinabove using Employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister Local Union affiliated with Sheet Metal Air Rail Transportation, AFL-CIO in that area.

**Section 2:** Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “dual shop Employer,” as such term is defined in Section 1 hereinabove, and further agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a “dual shop Employer” shall be viewed as a violation of the reporting obligation of this Agreement.

In the event any Employer signatory to or bound by this Agreement shall be found in violation of the reporting obligation of this Agreement as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500.00 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for the liquidated damages shall be processed as a grievance in accordance with and within the time limits prescribed by the provisions of SFUA Article X.

**Section 3:** Whenever the Union becomes aware that an Employer has been or is a “dual shop Employer,” it shall be entitled, notwithstanding any other provision of this Agreement, to demand that

the Agreement between it and such “dual shop Employer” be rescinded. A claim for recession shall be processed by the Union as an Agreement grievance in accordance with and within the time limits prescribed under provisions of SFUA Article X of this Agreement.

**Section 4:** In accordance with **Resolution 78**, when an Employer substantiates a project to be competitive in nature, the Business Manager may establish wages, hours or working conditions to apply throughout the duration of each project that shall supersede those established herein within forty-eight (48) hours after notification by the Employer, so as to place a bidding Employer in a competitive position.

A competitive project is a job, in Local Union No. 68’s jurisdiction, where a non-union Employer could capture it, if the Union fails to change the wages, hours or working conditions.

A competitive project outside of Local Union No. 68’s jurisdiction will be addressed after a request is made by the Employer and the Business Manager of the Local Union concerned.

**Option 1.** The reduction in the wage rate determined above shall be spread *equally* among all Journeymen, Apprentices and Classified Workers covered by this Agreement who are employed by the Employer within the jurisdiction of Local Union No. 68 on the basis of hours worked on competitive projects.

Equal sharing of the reductions granted to jurisdictions outside Local Union No. 68 shall apply with that Local Union’s Business Manager’s assent.

Reductions for Apprentices and Classified Workers employed on a competitive project shall only be that percent of the full reduction which is equal to the Apprentice’s or Classified Worker’s percentage of the Journeyman’s scale.

The Employer will provide legible weekly reports showing the hours worked by each Journeyman, Apprentice and Classified Worker employed on competitive projects and the total hours worked on all other projects on all Employees covered by the Collective Bargaining Agreement.

Requests for assistance from Local Union No. 68 will include the job name, bid date, competing bidders (union and non-union), total work hours, total labor cost and a suggested change to the existing Agreement.

**Option 2.** Reductions or changes granted under **Resolution 78** will be applicable to the project only.

- The project will be manned from the out-of-work list.
- One (1) Foreman at the regular rate will be allowed to manage the project.
- Any further Foremen needed, will be paid one dollar (**\$1.00**) above the project’s wage.
- Fringes will be maintained at the schedule set forth under Addendum No. 2.

All requests for relief under Resolution 78 and all the applicable changes to the existing Agreement will be in writing. Requests must be made no later than seven (7) days prior to the bid date and the response from the Local Union will be made within forty-eight (48) hours after receipt of the request.

## **Addendum No. 21**

### **CONDITIONS**

All time cards, materials lists, all other records, picking up tools and any other work necessary to the job shall be done during normal working hours.

## **Addendum No. 22**

### **BREAKS**

**Section 1:** A ten (10) minute break in the immediate area in the AM and PM of each working day will be allowed. No other time will be allowed for coffee or cold drinks during regular working hours. It is mutually understood that a project's accommodations will dictate the specific area(s) designated for any allowed Employee breaks. In the event such project conditions create a hardship for an Employee to take a full ten (10) minute break at the project's designated break area, as opposed to in his/her immediate work area, then the Employer will reasonably accommodate the Employee as necessary.

**Section 2:** In the event overtime is to be worked, Employees will be given an additional ten (10) minute break between the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) hours. Recognizing the importance of Employee safety, this additional ten (10) minute break shall not be waived in lieu of altered work hours. If more than twelve (12) hours are worked, an additional thirty (30) minute unpaid lunch period will be provided.

## **Addendum No. 23**

### **PLACE OF BUSINESS**

All Employers, signatory parties to this Agreement, must have an established place of business other than a residence; must be equipped with the tools required for the performance of the work in which the firm is engaged as a Sheet Metal Contractor. The term "shop" used herein means a permanent place of business.

## **Addendum No. 24**

### **COMPUTER INFORMATION**

The preparation of computer input and use shall not be considered work covered by this Agreement. In accordance with the National Joint Adjustment Board decision dated July 11, 1983, the Employer can utilize whatever personnel it desires in performing this work. However, the use and operation of computer controlled equipment used in the cutting and fabrication of sheet metal projects is not covered by this Addendum.

## **Addendum No. 25**

### **HVAC SMALL COMMERCIAL AND TENANT WORK**

**Section 1:** All Tenant HVAC work, all construction projects that are of one hundred fifty thousand (150,000) square feet of "CONDITIONED" floor space or less, all schools and churches, regardless of size, shall be considered "*Small Commercial Work*" and the following shall apply:

**Section 2:** A work crew may consist of one (1) Journeyman and two (2) Classified Workers or Pre-Apprentices. Jobs requiring four (4) or more workers will be at a ratio of one (1) Journeyman, one (1) Apprentice and two (2) Classified Workers or Pre-Apprentices.

**Section 3:** This Addendum shall apply to heating, ventilation and air conditioning work and shall not be applicable to architectural, industrial or specialty work.

**Section 4:** Tenant work shall be defined as the installation of diffusers, grilles, ductwork and other appurtenances located in areas subject to lease and not included in the base contract.

#### **Addendum No. 26**

### **GRIEVANCE PROCEDURE OPTION**

Either party involved in a grievance may by-pass the Local Joint Adjustment Board, if desired, and submit the grievance pursuant to the next procedural step set forth in Article X of the *Standard Form of Union Agreement*.

#### **Addendum No. 27**

### **SPECIALTY FABRICATION AND ASSEMBLY AGREEMENT**

**Section 1:** An Employer may set up a specific area as a *Specialty Shop* to fabricate all of the following items in addition to other items not covered in this Agreement:

*Terminal & Fan Sections   Louvers   Access Doors   Insulated Panels   Troffers*  
*Dampers and Air Valves   Spintaps   Bus Ducts   Fire Dampers*

**Section 2:** Employer *Specialty Shops* may utilize all tools and equipment necessary to fabricate and assemble the above items with the exception of shearing, notching and layout.

**Section 3:** Employer *Specialty Shops* shall be under the direction of at least one (1) Journeyman and all other Employees may be Classified Workers or Pre-Apprentices. Wage Rates for Pre-Apprentices and work performed by a Pre-Apprentice shall be in accordance with Addendum No. 2 of this Agreement.

#### **Addendum No. 28**

### **SPECIALTY FABRICATION OF RINGS ONLY**

**Section 1:** An Employer may set up a specific area as a *Specialty Shop* to fabricate all of the following items in addition to other items not covered in this Agreement: *Angle Rings*

**Section 2:** Employer *Specialty Shop* shall be under the direction of at least one (1) Foreman Journeyman and all other Employees may be Classified Workers or Pre-Apprentices. Wage Rates for Pre-Apprentices and work performed by a Pre-Apprentice shall be in accordance with Addendum No. 2 and Addendum No. 4, respectively, of this Agreement.

#### **Addendum No. 29**

### **EMPLOYER HANDBOOK OR POLICY**

The Employer will furnish the Union a published copy, if any, of a *Company Handbook or Policy*, which is in effect, or may be implemented, during the term of this Agreement.

## Addendum No. 30

### EMPLOYER REQUESTED MEETINGS

An Employee, when required by the Employer to attend outside normal work hour meetings relating to the Employer's business, shall receive the regular rate of pay.

## Addendum No. 31

### SUBSTANCE ABUSE POLICY

Representing a joint commitment to the local sheet metal industry, SMART Local Union No. 68 and the SMACNA Chapter of North Texas recognize that each Employer, a signatory party hereto, shall have the right and obligation to maintain a safe, productive and efficient workplace for all of its Employees, contractors and visitors, as well as, to protect the Employer's property, equipment and operations. In keeping with this commitment, the development of this ***Substance Abuse Policy*** reinforces the parties' resolution that the Employee use and/or possession of illegal or unauthorized drugs and/or alcohol will not be tolerated.

Employees are expected to report to work in a physical and an emotional condition that will allow them to perform their assigned tasks in a competent and safe manner. The use, abuse, presence in the body, or reporting to work under the influence of either alcohol, illegal or unauthorized drugs or other dangerous substances by Employees severely limits the ability of the users to exercise good judgment, react properly to unexpected situations and to perform tasks safely and efficiently. In addition, such adverse influence endangers not only the Employee, but fellow Employees, contractors and members of the general public. Based upon the aforementioned objectives, the following provisions of this *Substance Abuse Policy* are hereby established:

- This statement is to notify and inform all Employees that the unlawful or unauthorized manufacture, distribution, dispensation, possession or use of controlled substances, drugs, narcotics or intoxicating beverages are not permitted on any of the Employer's premises or any of the Employer's worksites. Paraphernalia and equipment related to the use of controlled substances, drugs and narcotics is strictly prohibited.
- The Employer shall require all Employees and applicants for employment to submit to medical or physical examinations or tests as a condition of employment or continued employment for the purpose of determining the use of illegal or unauthorized drugs or controlled substances prohibited by this Policy. All test results shall be kept strictly confidential by the Employer.
- Such examinations shall be conducted by authorized personnel consistent under commonly admissible scientific guidelines; and ordinarily will involve the urinalysis detection method, but may include other generally acceptable medical-based detection methods. Such examinations shall be conducted only on a *pre-hire, post-accident, regularly scheduled or probable cause basis*.
- **Pre-Hire:** Applicants referred for employment, who are members of SMART Local Union No. 68, are eligible to receive a maximum of two (2) hours pay at the regular rate for undergoing a pre-hire examination provided the result of the examination is *negative*. Should the result of applicant's examination be determined as positive, the two (2) hours pay shall not be applicable and the applicant will *not* be hired.
- **Regularly Scheduled:** Current Employees may be tested no more than once every twelve (12) months. Test(s) shall be implemented on the Employee's initial hire date or as near as possible.

- **Probable Cause:** Test(s) shall be implemented only, following a request from one (1) representative of the Employer and one (1) of the affected Employee's immediate Supervisor(s) who is a member of SMART Local Union No. 68.
- **Post Accident Testing** shall be defined as follows:
  1. When the Employee either sustains an injury in the course and scope of employment, or contributes or causes another Employee to sustain an injury in the course and scope of employment.
  2. When the Employee causes, indirectly or directly, damages to the Employer's property or to the property of others.
- **Detection:** Current Employees who test positive under one of the previously described circumstances shall be placed on an unpaid leave of absence. During this period, he/she will be required to participate in a rehabilitation program. This Employee must successfully complete a rehabilitation program prior to consideration for a return to work. Employees completing a rehabilitation program must pass a substance abuse test prior to returning to work and agree to random drug testing for a period of twelve (12) months beginning on his/her return to work.
- Employees who test positive and refuse to undergo a rehabilitation program will be terminated. Employees refusing to submit to testing as described in this *Policy* shall be terminated, or not hired.
- An Employee who disagrees with the original test result may request another test of the original sample at his/her expense within twenty-four (24) hours after being notified of testing positive. Should this test result in a negative finding, the Employer shall reimburse the Employee for the cost of the test and any lost wages.

***It is each Employee's responsibility to inform an immediate Supervisor if he/she is using a prescribed drug which may adversely affect his/her ability to safely perform his/her duties.***

- It is mutually agreed that, from time to time, an Employer may be contractually obligated to adhere to the *Substance Abuse Policies* of another Employer, owner or governmental agency and that additional requirements or procedures, not outlined in this *Policy*, may have to be implemented. The Employer will notify SMART Local Union No. 68 of any additional *Substance Abuse Policies* to which the Employer is contractually obligated.
- As evidenced in this Substance Abuse Policy, SMART Local Union No. 68 and the SMACNA Chapter of North Texas have a mutual commitment to collectively institute policies promoting high standards of Employee health and safety for the sheet metal industry. An Employee who is found to be in violation of this *Substance Abuse Policy*, is encouraged to contact the Workers' Assistance Program, a professional, comprehensive Employee support and counseling organization, at 1-800-343-3822. All inquiries to the Workers' Assistance Program are confidential.

### **Addendum No. 32**

#### **MAINTENANCE OF BENEFITS**

During the term of this Agreement, and provided that sixty (60) days advance written notice is submitted by the Local Union to the Employer, it is agreed the Employer will assume fifty percent (50%) of the burden of any contribution rate increase(s) pursuant to the following conditions, for any of the jointly administered Funds set forth herein and established as of the effective date of this Agreement; except for the National Pension Fund of which this Addendum explicitly does not apply. In no event shall the Employer's maximum hourly cost per this Addendum exceed twenty five cents (\$.25) per year.

1. Verifiable written evidence must be provided affirming the Fund's governing Joint Board of Trustees' proper ratification of the contribution rate adjustment.
2. In addition to the condition set forth in paragraph no. 1 above, any contribution rate increase to the Health Benefit Fund must apply universally to *all* of the Fund's covered participants and their respective contributing Employers.

**Addendum No. 33**  
**to**  
**Article XVI**

**DURATION AND AGREEMENT EXTENSIONS**

**Section 1:** This Agreement shall take effect on **May 1, 2022** and shall remain in force and effect at least through **April 30, 2025**. Either party desiring to terminate this Agreement must notify the other in writing at least sixty (**60**) days prior to the expiration date of this Agreement.

**Section 2:** In the event timely written notice is not submitted by either party to terminate this Agreement, then this Agreement shall be extended from year to year thereafter. All other terms and conditions of the Agreement shall remain the same. The Agreement will terminate provided either party submits to the other written notice of such at least sixty (**60**) days prior to the corresponding April 30<sup>th</sup> anniversary date.

**GENERAL STATEMENT**

**SIGNATURES**

**In the event a conflict should arise, between the *Standard Form of Union Agreement* and the Addendum Nos. 1 through 31, the language of the Addenda shall control.**

**IN WITNESS WHEREOF**, the parties hereto affix their signatures and seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

***Dallas Fort Worth Sheet Metal Contractors  
Association***

***International Association of Sheet Metal, Air  
Rail and Transportation Workers Local Union  
No. 68***

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(Representative, DFW SMCA MEBU)

\_\_\_\_\_  
Calvin Jennings, Business Manager / FST

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(Representative, DFW SMCA MEBU)

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Jay Huckabee, Committee Member

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(Representative, DFW SMCA MEBU)

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Kevin Richison, Committee Member