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**STANDARD FORM OF UNION AGREEMENT A-1-05**

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

Agreement entered into this 1st day of July, 2005 by and between Florida SMACNA, Inc. and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No.15 Central Florida of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lee, Levy, Manatee, Sumter, Pasco, Pinellas, Sarasota, Polk, Brevard, Flagler, Indian River, Lake, Marion, Okeechobee, Orange, Osceola, Seminole, Volusia counties.

**ARTICLE 1**

**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 of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**Section 2 Future Recognition.** The Employer agrees that, upon the Union's presentation of evidence of majority status among its employees in the bargaining unit described herein, the Employer will voluntarily recognize the Union as the exclusive bargaining agent for all employees within that bargaining unit in the shop and on all present and future job sites within the jurisdiction of the Union. The Employer expressly waives any right it has to condition its recognition of the Union upon the Union's certification by the NLRB as the employee's bargaining representative following an NLRB election.

**ARTICLE 2**

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

**SECTION 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. This shall not apply to specified proprietary metal roofing product.

### **ARTICLE 3**

**SECTION 1.** The Employer agrees that none but journeymen, apprentice, preapprentice and specialty workers shall be employed on any work described in Article 1 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 job site 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 SMWIA, shall be provided to the Employer.

### **ARTICLE 4**

**SECTION 1.** The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, preapprentice, and specialty 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. Requests will be made to the appropriate referral office in writing on a standard form developed by the parties to this agreement. The requesting employer will also supply a copy of the written request to Florida SMACNA.

### **HIRING HALL**

**SECTION 2.** It is mutually agreed between the parties hereto that the following conditions shall govern all referrals of applicants for employment for all positions within the scope of this Agreement, and that Local #15 will strive to meet EOE and minority quotas.

**(a)** The Union shall select and refer all applicants for employment without discrimination against such applicants by reason of or in any way affected by Union Membership, by-laws, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

**(b)** The employer shall have the right to reject any applicant for employment.

**(c)** Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Agreement in places where notices to employees and applicants for employment are customarily posted.

**(d)** Should the Union be unable to furnish applicants for employment within 48 hours after receiving written notice from the Employer, then the Employer may hire employees elsewhere. The Employer must also notify the Local Union Office in writing of any such employee hired along with their name, hire date, social security number, classification and wage rate. The Employer will send the new Employee to the Union office or the JATC office to fill out all the required paper work.

(e) It is mutually agreed by the Union and the Contractor that every sixth (6th) Journeyman sent to the job site or shop will have reached their fifty-fifth (55th) birthday, if these applicants for employment are available.

**SECTION 3.** There shall be employment referral eligibility lists known as Group I, Group II, and Group III.

**GROUP I (a):** Must be a registered voter in one of the counties covered by the jurisdiction of Sheet Metal Workers' International Association, Local #15.

(b) Must have been employed for a period of at least one-year in the last four-(4) years by an Employer or Employers signatory to this Agreement and within the jurisdiction of Local #15 and reside within the jurisdiction of Local #15 or in a county contiguous to the jurisdiction of Local #15.

**GROUP II:** Be a journeyman sheet metal worker who has been employed within the past twelve- (12) months by any employer having an agreement with a local union, other than Local #15, of the Sheet Metal Workers' International Association.

**GROUP III:** ALL OTHERS.

**SECTION 4. (a)** In order to establish an orderly and effective job referral procedure there will be two (2) job referral lists maintained by the union with one referral list and a referral office located within each of the following two (2) regional areas located within the geographic jurisdiction of Local #15:

**EAST CENTRAL REGION:** BREVARD, FLAGLER, INDIAN RIVER, LAKE, MARION, OKEECHOBEE, ORANGE, OSCEOLA, SEMINOLE, VOLUSIA.

**WEST CENTRAL REGION:** CHARLOTTE, CITRUS, COLLIER, DESOTO, HARDEE, HERNANDO, HIGHLANDS, HILLSBOROUGH, LEE, LEVY, MANATEE, PASCO, PINELLAS, POLK, SARASOTA, SUMTER.

(b) All referrals to jobs and/or shops located within the above regional areas will be made by the respective referral office located within the region with a referral card signed by a Union Representative of the respective regional area.

(c) Applicants for referral will have their names placed on the referral list located within the region of their residency in the chronological order of the dates they register their availability for employment. Journeymen in Group I need only register upon availability for employment. Applicants in Groups II and III must report to the Local Union referral office in person on a monthly basis to re-register their availability for employment. Those who do not re-register on a monthly basis will be removed from the referral list.

(d) In order to transfer an applicants name from one list to another the applicant will be required to sign a referral transfer card at either of the two- (2) referral offices.

(e) Employers shall advise the Business Manager or Representative of the Local Union of the number of applicants needed. The Business Manager or Representative shall refer applicants to the Employer by first referring applicants in Group I in the order of their places on the OUT OF WORK LIST, and then referring applicants in the same manner successively from the OUT OF WORK LIST in Group II and III. Any applicant who is rejected by the Employer or only works 10 working days or less shall be returned to his appropriate place within his group and shall be referred to other employment in accordance with the position of his/her GROUP and his/her place within the GROUP. The only exceptions which shall be allowed in this order of referral are as follows:

1. When the Employer states bona-fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

2. Upon notifying the Business Manager, an Employer may request specific employees provided said employees have been previously employed by said Employer during the last one hundred eighty (180) days, and said Employee is available. The Employer may also request specific Employees if said Employees have been on the OUT OF WORK LIST for 45 or more calendar days. Applicants who transfer their name from one (1) referral list to another cannot be called by name for a period of thirty (30) days.

(f) Apprentices and preapprentices shall be handled in accordance with the rules of the Apprenticeship Committee as provided elsewhere in this Agreement, and when such apprentice has completed his training and is certified by the Apprenticeship Committee as a journeyman, he shall then be placed on the GROUP I list when unemployed.

**SECTION 5. (a)** Applicants for referral shall fill out an application listing their qualifications, past employment, voter registration and other pertinent information necessary to establish their qualifications. Employers may also require applicants to complete a form listing their training, experience and skills.

(b) All applicants for employment qualified for referral pursuant to this Article will be given an opportunity by the Union to indicate their willingness to accept referrals to targeted projects and/or jobs performed under the terms of the S.F.U.A. Specialty Erection Agreement. Only those applicants who have furnished such written consent shall be eligible for referral to employment on targeted projects or Specialty Contract jobs; provided, however, that no applicant shall lose his place on the out-of-work list, be terminated from his employment or otherwise be penalized by the Union or any Employer for indicating in writing that he will not accept referrals to work on targeted projects or Specialty Contract jobs.

**SECTION 6.** An applicant refusing to accept employment when offered three consecutive times shall have his or her name removed from the top of the LIST and placed on the bottom of the LIST of his or her proper GROUP. Exceptions to this clause shall be due to reasons beyond the control of the applicant, such as, sickness, death in the family, jury duty, or other serious causes.

**SECTION 7.** In the event an applicant cannot be contacted to report to work within a reasonable time, then he will be skipped over and the next listed will be referred in his/her place.

**SECTION 8.** An applicant for employment shall be removed and kept off the OUT OF WORK LIST for a period of three (3) months for any of the following reasons:

- (a) Supplying false information on application to establish qualifications.
- (b) Failure to return to work when involved in violation of the Agreement as instructed by either Local or International Officers of the Union.
- (c) Quitting of job when the reason is to gain seniority on the list for forthcoming job opportunities.
- (d) Three discharges for just and sufficient cause within one year's time.
- (e) Soliciting employment with an employer or an employer soliciting an employee.
- (f) Reporting to employment without a signed referral card.

**SECTION 9.** All applicants or registrants shall have the right of appeal of any dispute or grievance arising out of and relating to the operation or function of this referral plan.

The appellant shall file with the referral office a signed written request for review of the dispute or grievance within seven (7) days after the matter arises, setting forth the nature of the dispute or grievance, along with relevant facts therewith.

To file such a dispute or grievance, the appellant shall deposit with the referral office a cash bond in the amount of \$25.00 which shall along with the dispute or grievance, be forthwith turned over to the Joint Referral Committee. Immediately upon disposition of the case, the cash bond of \$25.00 shall be forthwith returned to the appellant providing under this appeals procedure a decision is rendered for the appellant. In the event a decision is rendered against the appellant, the \$25.00 cash bond shall be used in whole or in part to pay expenses incurred in processing the appellant's case. If such expenses are less than \$25.00 the balance shall forthwith be returned to the appellant.

The joint referral Committee will handle a properly submitted grievance or dispute within ten (10) workdays after the matter has been filed, the time and place to be fixed by the Committee. One contractor and one union member of the Joint Referral Committee shall constitute a quorum and their decision shall be final if they reach an agreement. Should they fail to reach an agreement, all members of the committee shall meet at a designated time for the purpose of further considering the grievance. The decision of the Joint Referral Committee shall be final and binding on all parties.

**SECTION 10.** Whenever the joint referral Committee reaches a deadlock over a dispute concerning a refusal to register an applicant, the proper registration or dispatching of any applicant or registrant, an impartial umpire shall be selected in the following manner: Within two (2) workdays of the time that the Joint Referral Committee becomes deadlocked the Joint Referral Committee shall select the impartial umpire from the following:

- (a) Federal Mediation and Conciliation Service.
- (b) Any other group or person.

**SECTION 11.** The impartial umpire shall examine all material evidence submitted by the applicants, and the Union and/or Contractor involved and will conclusively decide the question involved. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Referral Committee.

## **TERMINATIONS**

**SECTION 12. (a)** Termination Slips-The Employer shall issue a termination slip to each employee upon his termination or discharge. The termination slip shall state the following: (1) Employee's Name, (2) Termination Date, (3) Employment date (Initial Hire), (4) Reason for Termination. The employer will mail a copy of the termination slip to the local union office.

**(b)** Employees dismissed for poor work performance will be dismissed and paid all hours due by mail or pick up their paycheck at the contractors office on the next regular payday and not wait on the job for final paycheck. Termination slip will list reason for dismissal.

## **DRUG POLICY**

**SECTION 13.** The employers signatory to this agreement may implement a drug policy as a work rule and maintain a drug free work place subject to the grievance procedure. All first time employees will be tested with contractor paying for testing only. Employee will be tested on his own time. All those failing the drug test will be totally responsible for all additional testing expenses and time. Existing employees will be paid for ongoing drug testing by Company and on Company time.

## **ARTICLE 5**

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

**SECTION 2.** 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 involved employees immediately upon compliance with such conditions.

## **ARTICLE 6**

**SECTION 1. (a)** The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and five thirty (5:30) p.m. and include a 10 minute paid break between start time and lunch break and a 30 minute unpaid lunch break and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1-1/2) times the regular rate. Employees shall be at the shop or project gang box at scheduled starting time each day and shall remain until quitting time.

**(b) Four (4) Day Week:** In lieu of the five-day work week, the Employer may schedule a regular work week consisting of four (4) ten- (10) hour work days. The regular work day would be scheduled between six (6) a.m. and five-thirty (5:30) p.m. and the regular work week will begin on Monday and end on Thursday. Under the four day schedule all hours of work performed on Friday shall be at one and one-half (1-1/2) times the regular hourly rate. By mutual agreement of the Union and the Employer the 4-day week could be scheduled from Tuesday through Friday.

**(c) Make-up day:** When mutually agreed between the Local Union and Employer, a make-up day may be scheduled on Friday (if a four-day week is scheduled) or on Saturday( if a five-day week is scheduled) however, at least eight hours of work must be scheduled on a make-up day, A make up day may be scheduled only in the event time has been lost due to reasons beyond the employer's control, such as fire, power failure, strikes, work stoppages, or inclement weather conditions. The make-up hours shall be paid at the regular hourly rate of pay.



**SECTION 2. (a) Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Day after Thanksgiving or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on a Sunday then Monday will be observed as the holiday. If a holiday falls on a Saturday then Friday will be observed as the holiday.

**(b) Holiday Benefit:** Effective with Independence Day 2006 employees will receive a holiday benefit payment for the holidays recognized in this agreement according to the following accrual basis: Effective May 1, 2006 employees will accrue holiday benefit at the rate of 1.08 times the employee's regular rate of pay per week of employment. Holiday benefit will be defined as an amount equivalent to 8 hours pay at the employee's regular rate of pay excluding hourly fringe benefit contributions. Employees must have at least the equivalent of 8 times their regular hourly rate of pay accrued prior to a holiday in order to receive holiday benefit payment. The holiday benefit payment will be paid in the payroll period that includes the holiday. If prior to the holiday, the employee has accrued less than an amount equivalent to 8 hours times the employee's regular rate of pay, the employee will not receive holiday benefit payment for that holiday and any unused accrued holiday benefit will be carried forward and applied toward future holiday benefit payments. Upon termination, employees will be paid any unused accrued holiday benefit in their final paycheck.

**SECTION 3. Overtime: (a)** 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 men on the job on a rotation basis so as to equalize such work as nearly as possible.

**(b)** All work performed on Sundays and the following holidays shall be compensated at the double-time rate: New Year's; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday After Thanksgiving; Christmas Day. All work performed outside the regularly scheduled work day Monday through Friday, and all work performed on Saturday shall be compensated at time-and-one-half.

**(c)** When an employee works overtime within the employer's payroll week and the employee was absent from work within the employer's payroll week (the employer must have provided forty (40) hours of work during the regular work week) then the employee shall receive the overtime rate based on all over forty (40) hours. This provision is specifically for employees that work overtime and then are absent during the regular work week.

**SECTION 4. Shift Work: (a)** Shift work and the pay and conditions therefore shall be only as provided for in this Section. As an alternative to the regular work day shift parameters provided for in **(b)** and **(c)** below, retrofit work performed outside the regular workday in occupied buildings, when hours are worked between two shifts, wages are to be paid on the maximum hours available on the starting shift but not less than the starting shift rate.

**(b)** Shift work may be performed at the option of the employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive work days unless the shift is terminated through no fault of the employer, or at job completion. The Employer shall have the sole right to designate the journeymen, apprentices, preapprentices and specialty workers on the project or any portion thereof, who shall work on a multiple shift basis.

**(c)** Second shift may be scheduled between 3:00 p.m. and midnight. Compensation for employees on the second shift shall be at 107% of the first shift rate. Third shift may be scheduled between 10:00 pm and 8:00 am. Compensation for employees on the third shift shall be at 114% of the first shift rate. Except by mutual consent of the Employer and the Union, this paragraph shall be construed to limit the right of the Employer to schedule second and third shifts without having worked the earlier shift(s).

**(d)** Employees shall be at the shop or job site gang box at scheduled starting time each day and shall remain until quitting time.

## **ARTICLE 7**

**SECTION 1. (a)** When employed in a shop or on a job within the limits of Local #15 employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

**(b)** Employees who are required to report to a job site or shop and subsequently moved to another site and/or returned to the shop shall receive the applicable total contractual wage scale including fringe benefits for all travel performed from job to job, job to shop and /or shop to job plus mileage. The employer may furnish transportation for travel in lieu of paying mileage. References to mileage in this article will be based on \$.40 per mile for the term of this contract.

**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.

**SECTION 3. Free Zone:** When employed on non room & board jobs more than 90 miles from the employee's permanent residence, employees will receive mileage for all miles beyond the 90 mile free zone. When the employer requests manpower from the Union's hiring hall, the Union must notify the employer if travel pay applies.

**SECTION 4. Room & Board Jobs: (a)** The employer will determine when a job shall be considered a room and board job.

**(b) Travel Time Payment & Mileage on Room & Board Jobs:** When the employer furnishes transportation to room and board jobs, travel other than during regular work hours shall be compensated at \$10.00 per hour on a separate check. When the employee furnishes transportation to room and board jobs, each employee will receive the applicable base wage rate show-up time plus mileage at start of job and return trip mileage at termination of job, based on seven (7) days a week, or applicable base wage rate plus show-up time mileage on first day employed and return trip mileage, during same week. Mileage will not be applicable when the employer furnishes transportation. Free zone does not apply to room & board jobs.

**(c) Adequate room & Board Expenses:** Adequate room accommodations will be provided on all Room and Board Jobs and the Employer will assist in the selection of the facility, which will be equivalent to AAA or quality court rating. If the minimum \$35.00 per day board expenses is not sufficient a mutual agreement between Employer and employee will be achieved establishing adequate board expenses prior to the assignment or reassignment of the employee to a Room and Board Job.

## ARTICLE 8

**SECTION 1. (a)** 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 as follows except as hereinafter specified in Section 2 of this Article:

Effective date	Commercial Wage	Industrial Wage
July 1, 2005	\$19.10	\$22.99
January 1, 2006	\$19.20	\$23.09
July 1, 2006	\$19.50	\$23.39
July 1, 2007	\$19.85	\$23.74
July 1, 2008	Per allocation of 3.7% contract increase	
July 1, 2009	Per allocation of 3.7% contract increase	

**(b)** Journeymen who are designated by the employer as Lead man, Foreman or General Foreman will be paid the following premiums above the journeyman base wage rate plus all applicable benefit contributions:

General Foreman	Foreman	Lead man
20%	10%	\$0.75 hr.

**(c) DEFINITIONS: Industrial.** All work at Cape Canaveral Air Station/Kennedy Space Center and on power plants, paper mills, mines and any new construction project or work area which involves facilities that produce, or process a product, has above or below ambient air temperatures, is excessively dirty or hazardous beyond that of a commercially classified project, including maintenance work which has not been targeted and/or reclassified by the Labor-Management Committee and/or the parties to this Agreement.

**Commercial.** All shop fabrication and field erection performed by employers on all other projects not defined as Industrial performed under the jurisdiction of this agreement.

**(d) RECLASSIFICATION OF CERTAIN PROJECTS:** Either the Union or the Employer may propose that a particular project and/or industry be reclassified by serving a written request upon the other party. Reclassification requests shall be approved by the parties to this agreement.

**SECTION 2.** (a) On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices and/or specialty 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 Workers' International Association, 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.

**(b)** Employer contributions to SASMI for all fabrication performed in accordance with Article 8, Section 2, of the S.F.U.A. will be computed at the higher wage rate. Employer contributions to SASMI for all hours worked on targeted projects will be computed at the regular rate.

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

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

**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, preapprentice and specialty 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 Workers' International Association, and qualified sheet metal workers are available in such area, he 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 Workers' International Association 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 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

**SECTION 8.** Medical Fund 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 Medical Fund to transmit contributions made on behalf of the employee to the Medical Fund in the employee's home local union.

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

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund. This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

**SECTION 9.** Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any day Monday through Friday of each week, and no more than three (3) days' pay will be withheld. However, employees when discharged shall be paid in full. Companies may institute electronic and/or automatic deposit.

**SECTION 10.** Journeymen, apprentice, preapprentice and specialty 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 (a)** Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

**(b) Owners or Partners:** Owners or partners in business who become directly or indirectly financially interested in the management of a Sheet Metal Shop or Business, agree that no more than one person connected with the management of the Sheet Metal Shop or Business in which they are interested will work with the tools of the trade.

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

**(b)** The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the negotiated rate per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 22022-1230, for the purpose of transmittal, through the designated agency.

(c) The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semiannually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association 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 Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten- (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article 8) and no other.

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

(b) The Employer shall pay to the designated agency (the local industry fund), the negotiated rate per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c) The local industry fund shall furnish to the Business Manager of the Union, not less often than semiannually, 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 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 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

**SECTION 14.** The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement or custom or specialty 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 or custom or specialty 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. EMPLOYER CONTRIBUTIONS TO FUNDS: INDUSTRY, MEDICAL, PENSION, SCHOLARSHIP, SASMI, NSSP, ITI, LOCAL APPRENTICESHIP, NEMI, SMOHI AND BUILDING TRADES FUNDS:**

(a) The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing all 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.

(b) 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.

(c) The employers agree to contribute the amounts set forth herein to the following funds. The rates listed below may be modified per allocation of a 3.7% total contractual increase effective 7/1/08 and a 3.7% total contractual increase effective 7/1/09:

	7/1/05	9/1/05	1/1/06	5/1/06	7/1/06	9/1/06	7/1/07	9/1/07
NPF/Scholarship	\$2.80	\$3.02	\$3.02	\$3.02	\$3.02	\$3.27	\$3.27	\$3.54
Medical Fund	\$4.75	\$4.75	\$4.75	\$4.75	\$5.25	\$5.25	\$5.80	\$5.80



SASMI	3%	3%	3%	3%	3%	3%	3%	3%
NSSP- 401(k)	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Apprentice Fund	\$0.25	\$0.25	\$0.25	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
I.T.I	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
Industry Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHI	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
State B.T.	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

**(d)** Contributions to all funds will be made on the basis of hours worked. With the contribution for SASMI to be calculated and paid as follows: SASMI contribution is computed by multiplying 3% times the total of (Gross Wages + Medical Fund + Pension).

**(e)** The Union shall have the right to request a re-opening of this agreement for the purpose of negotiating any Medical Fund increases.

**(f)** The Union shall have the right to request a re-opening of this agreement for the purpose of negotiating any mandatory Pension increases.

**(g)** No loss of time benefit provided under the Medical Fund shall be subject to any requirement of withholding of taxes under the Internal Revenue Code.

**(h)** The contributions provided for in this Article shall be made weekly or monthly with written consent of the Union approved by the Trustees of the Fund, within ten days of the end of the weekly payroll period for which contributions are due or within 20 days of the close of the month if paying monthly.

**(i)** The Employer's obligations for payment under this agreement shall not be subject to the grievance or arbitration procedures contained in the collective bargaining agreement.

**(j)** The duty to make contributions under this Agreement shall continue until impasse is reached in negotiations to a newly existing agreement and written notification of such impasse has been provided to the Trustees of the Medical Fund in care of the Administrative Manager.

**(k)** Trustees of the Medical Fund or the Apprenticeship Fund provided for hereunder shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Apprenticeship and/or Medical Funds. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made to the Funds, The Employer agrees to pay all accountants' fees incurred in making the audit but not to exceed the extent of the amount of underpayment. The Employer further agrees to pay all legal fees and costs incurred in collecting said accountants' fees if judicial enforcement of this paragraph is necessary.

(l) The members of the Board of Trustees of the Funds described herein this agreement shall be entitled to retain counsel in the event they believe that they require legal aid or advice from counsel. If such counsel is retained after the vote of the Trustees, the fund shall be responsible for reasonable fees paid to the counsel for the Trustee members for the protection of their interests and protection of their rights under the law.

(m) **Re-allocation:** Upon a thirty day advance written notification by Certified Mail to the Employer, the Union may designate a specific amount of wages existing to be added to various existing fringe benefit funds and said amounts will be forwarded to the Trust Funds in the manner of this Article.

(n) The Joint Apprenticeship Fund Plan and the Joint Medical Fund Plan heretofore established is hereby renewed without interruption and shall continue to be administered by joint Trustees composed of an equal number of representatives from the Union and representatives from signatory Employers, who shall jointly designate their Trustees and the method of their replacement for each plan.

(o) Each Employer will contribute to the Medical Fund the negotiated rate per hour and to the Apprenticeship Fund the negotiated rate for each hour an Employee worked. Contributions shall be paid on behalf of an employee starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement. Contributions are to be paid to the Trustees of the respective funds or the designated agent of the parties to this Agreement. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require.

(p) **Retiree Medical Coverage:** Employees who retire may continue to receive from the Sheet Metal Workers' Local #15 Medical Fund benefits of such type and amount and under such terms and conditions as may be provided and established by the Trustees of the Fund, upon the payment by such retired Employee(s) of the required periodic contributions, established by the Trustees; provided however, that the Trustees may, in their discretion, change, limit, modify or discontinue any such benefit for retired Employees.

(q) In the event that during the term of this Agreement there shall have been passed a federal or state law which shall compel the Employer to contribute to a federal or state plan which will provide any of the same or similar items of coverage as contemplated covered under any benefit funds continued in the Agreement, then in such case, as to the particular fund or funds which may be duplicated by said federal or state plan or plans, the same shall be eliminated from the Agreement upon the date of enactment of such legislation.

(r) **1. I.T.I:** Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through the designated agency.

**2. NEMI:** Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 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 the designated agency.

**3. SMOHI:** Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for the purpose of collection and transmittal through the designated agency.

**(s) SASMI: 1.** Employers shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each Employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross earnings, for purposes of this Agreement, shall mean (1) total wages paid to an Employee by the Employer, which are reportable by the Employee for Federal Income Tax purposes, and (2) any and all contributions paid by such Employer on behalf of the Employee to a pension and/or medical fund.

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

**(t) NPF: 1.** The undersigned Employer and Union represent that the only agreement between them regarding participation in the Sheet Metal Worker's National Pension Fund (the "Fund") is as follows:

**2.** For the duration of this agreement and any renewals or extensions thereof, the Employer will contribute to the Fund the negotiated rate per hour (or any increased amount included in subsequent agreements) for each hour or part of an hour for which an employee covered by the collective bargaining agreement between the Employer and the Union receives the basic hourly wage rate.

**3.** Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the collective bargaining agreement.

4. The Agreement and Declaration of Trust Establishing the Fund is incorporated herein by reference and by signing the Participation Agreement the Employer adopts the provisions of that Trust Agreement.

5. Employers shall submit a remittance report and the required contributions to the Fund by the 20th of the month following the month when covered employment was performed. Failure to file that report shall constitute a delinquency in violation of the Employer's obligation under this Agreement. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of the collective bargaining agreement to the contrary notwithstanding. If delinquent, the Employer agrees to pay the interest, liquidated damages, attorney's fees and costs as provided for in Article 22, Section 3 (f), of the Trust Agreement. An Employer's liability for payment of a delinquency shall not be subject to the grievance or arbitration procedures contained in the collective bargaining agreement.

6. If an Employer's work force did not perform any covered employment within a particular month, a remittance report shall be filed on the 20th day of the following month indicating that no covered employment was performed. Failure to do so shall subject the Employer to liability for all fees and costs resulting from his failure to file such a report or \$100.00 whichever is greater.

7. It is agreed that the Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Fund as a deduction for income tax purposes.

8. It is agreed that the Participation Agreement shall be considered a part of this collective bargaining agreement.

9. The expiration date of the present collective bargaining agreement between the undersigned parties is June 30, 2010. Copies of renewal or extension agreements will be furnished promptly to the Fund's Office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for terminating the Employer's participation in the Fund.

**(u) Scholarship Fund:** Effective July 1, 2002, the Employers will contribute to the Sheet Metal Workers' International Scholarship Fund one cent (\$0.01) per hour for each hour worked by each employee of the Employer covered by this agreement, except preapprentices. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted for the purpose of transmittal through the National Pension Fund.

**(v) Sheet Metal Workers' National Supplemental Savings Plan:**

(1). Effective July 1, 2003 the Employer hereby agrees to become a party to the Agreement and Declaration of Trust Establishing the Sheet Metal Workers' National Supplemental Savings Fund ("Trust Agreement"), a copy of which is annexed to this Agreement and made a part hereof, and agrees to be bound by all the terms and provisions of the Trust Agreement (including all amendments thereto), provided, however, that such amendments may not increase the Employer's contribution obligation beyond that provided for in this Article and the Standard Form of Participation Agreement ("Participation Agreement"). The Employer further agrees to designate as its representative on the Board of Trustees of the Fund such Trustees as are named pursuant to the Trust Agreement as Employer Trustees.

(2). The Employer agrees to enter into a Participation Agreement, a copy of which is annexed to this Agreement and made a part hereof, and agrees to be bound by all the terms and provisions of that Participation Agreement.

(3). The Employer agrees to enter into salary reduction agreements with all employees covered by this Agreement for all hours worked to withhold from the employee's paycheck the amount elected by the employee; and to forward the salary reduction amounts to the Sheet Metal Workers' National Supplemental Savings Plan by the 15th day of the month for amounts withheld in the prior month.

(4). The Employer agrees to make contributions to the Fund at the rate of 30¢ per hour worked.

**(w) CHECK-OFF ITEMS: WORK ASSESSMENT & POLITICAL ACTION FUND:**

(1) Upon receipt of a signed individual authorization from any employee covered under this Agreement and who is a Union Member, Journeyman, Apprentice, Apprentice-Member, Preapprentice, Specialty Worker or Applicant for Union membership, the Employer shall deduct from such employee's earnings, payment for Union dues, including such portion of membership dues as are classified as working assessments, i.e. a fixed percentage or a fixed hourly rate as may be specified in the individual's authorization.

(2) Subject to applicable law, such authorization shall be irrevocable for a period of one year or until the termination of this Agreement, whichever is sooner. To revoke, an individual must send notice simultaneously, by registered or certified mail, to the Employer and to the Union, said letter being postmarked between ten (10) and twenty (20) days prior to either the anniversary date of this Agreement or the anniversary date of the individual's authorization, whichever occurs sooner.

(3) Individual authorizations executed after the effective date of this Agreement shall be signed cards furnished by the Local Union.

**(4)** All monies withheld by the employer from the employee's wage under the terms of this addenda shall be sent to that person officially designated by the Local Union, in writing, signed by the Financial Secretary, to receive such monies before the 20<sup>th</sup> day of the succeeding month *or* on or before Friday of the week following the week in which such money was withheld in accordance with valid signed individual authorizations in the hand of the Employer as of the withholding week.

**(5)** The employer agrees to honor political contribution deduction authorizations from its employees that are covered by this collective bargaining agreement.

**(6)** The political contribution deduction shall be made on each pay period, during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization remitted with the monthly fringe remittances on a separate check to duly designated escrow agent.

**(7)** All Provisions of this Agreement relating to collection of monies owed to Funds shall be applicable to the collection of the monies withheld under the provisions of this Section.

**(8)** Local #15 will provide signed copies of the Union Members Agreement to have PAL collected from payroll.

Deductions from base wage rate:

Work Assessment check-off				
3% of gross wages				
Political Action League				
Effective Date	7/1/05		7/1/06	
Hourly deduction	4¢ per hour		4¢ or 10¢ per hour	
SMWIA Per Capita Check-off				
Effective Date	1/1/06	1/1/07	1/1/08	1/1/09
Hourly deduction	\$0.02	\$0.03	\$0.04	\$0.05

## **SECTION 16. DELINQUENCIES & COLLECTIONS:**

**(a).** Contributions not paid by the due date set forth above shall be considered delinquent.

**(b).** The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of the collective bargaining agreement to the contrary notwithstanding.

**(c).** A delinquent employer, in addition to the unpaid contributions, shall also pay:

- A. All collection expenses incurred including but not limited to:
  - 1. Legal fees.
  - 2. Audit fees.
  - 3. Costs of collection.
- B. Liquidated damages of 10% of the delinquent amount.
- C. Interest at the rate of 1% per month.

**(d).** The Union may remove employees covered by this Agreement from the employment of a delinquent Employer providing advance written notice of not less than seventy-two (72) hours is given of such action to the delinquent Employer. Such removal of employees and cessation of work by such employees for such delinquent Employer shall continue until the Administrative Manager of the Fund involved verifies that there are no monies owed to the Fund by such Employer.

**SECTION 17. BONDING: (a)** In the event that an employer who is bound to the terms and provisions of this collective bargaining agreement is delinquent in the payment of contributions for a period of forty-five (45) days or more, said Employer shall be required to post a bond to insure the future payment of contributions. Said bond shall be in the amount of which is the greater of the amount due or \$10,000.00 and shall be for the benefit of each of the funds named in this agreement.

**(b)** Any Surety Bond issued under this Article shall be in favor of the funds named recipients of the distributions due under this Article and shall be cancelable only upon 90 days advance written notice to the Trustees of the Funds and a copy to the Union. The original of the Bond shall be furnished by the date set forth above to the Administrative Manager or the Attorney of the Medical Fund.

## ARTICLE 9

**SECTION 1. (a)** Journeymen, apprentice, preapprentice and specialty 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 follows:

**(b) Tool List:** Journeymen Sheet Metal Workers, registered Apprentices, Preapprentices and Specialty Workers covered by this agreement will provide for themselves hand tools according to the following minimum tool list. Preapprentices will provide for themselves the minimum tools listed no later than the week following their first 30 days of employment:

Tool	J-men	Apprentices		Pre	S/W
		3 <sup>rd</sup> +4 <sup>th</sup>	1 <sup>st</sup> +2 <sup>nd</sup>		
RH Aviation Snips	•	•	•	•	•
Sheet Metal Hammer	•	•	•	•	•
Bull Snips	•	•	•		•
Hand Seamers	•	•			•
Tri-square	•	•			•
Tape Measure	•	•	•	•	•
Scratch Awl	•	•	•		•
Plumb Bob	•	•			•
Straight Vice Grips	•	•	•		•
End wrenches	•	•			•
Tool Pouch	•	•	•		•
LH Aviation Snips	•	•	•	•	•
Whitney Punch	•	•			•
Dividers	•	•	•		•
Knife	•	•	•		•
Screw drivers	•	•	•	•	•
Hack Saw	•	•			•
Chalk Box	•	•			•
12" Adj. Wrench	•	•			•
Drift Pin	•	•	•		•
Torpedo Level	•	•			•
C-Clamp Vice grips	•	•			•
3/8" Socket Set	•	•			•
Side Cutters	•	•			•

**(c)** Safety helmets shall be furnished by the Employee, except that beginning Apprentices shall be furnished safety helmets by the Employer.

**(d)** The following items are not considered hand tools and shall be furnished by the Employer: Welding Hood, Welding Lenses, Goggles, Welding Gloves, Drill Motors, Drill Bits and Special Tools or Safety Equipment. When safety glasses are required employer will furnish the first pair.



**SECTION 2.** On all jobs where tool and change sheds are furnished to other crafts, the Employer shall provide same for Sheet Metal Workers. On all jobs requiring employees to report from home to job, there shall be a GANG BOX provided by the Employer.

**SECTION 3.** It shall not be a violation of this Agreement for a Truck Driver to load and unload materials to the place at the job site where the work is being performed.

**SECTION 4.** Journeymen, Apprentices, Preapprentice and Specialty Workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop, other than those items that will fit into a 10" high x 10" wide x 20" long box or the equivalent area of said box; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

**SECTION 5.** The employer shall provide or see that there is provided a convenient and sanitary supply of iced drinking water and sanitary drinking cups or fountains.

## **ARTICLE 10**

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.

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 was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local 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, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

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

**SECTION 4.** Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.)

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

**SECTION 6.** In the event of noncompliance 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. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

**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.

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 the 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, telegram or telephone notification.

**(d).** Unless a different date is agreed upon mutually between the parties or is directed by 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 administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the Sheet Metal Workers' International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

**\* 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.**

## **ARTICLE 11**

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

**SECTION 2. (a)** 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.

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

**SECTION 4. (a)** 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 two (2) apprentices 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.

**(b)** 4<sup>th</sup> Year apprentices may work independently in a manner which does not conflict with the SMWIA Constitution. This provision will not result in the displacement of any journeyman with regard to hire, layoff or recall.

**SECTION 5.** All applicants for apprenticeship shall be 18 years and older and 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)** 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:

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
1 <sup>st</sup> Half	63%	65%	71%	77%
2 <sup>nd</sup> Half	63%	68%	74%	80%

**(b)** All Apprentices will receive the fringe benefits listed below. The fringe benefit contribution rates listed below may be modified per allocation of a 3.7% total contractual increase effective 7/1/08 and a 3.7% total contractual increase effective 7/1/09:

	7/1/05	9/1/05	1/1/06	5/1/06	7/1/06	9/1/06	7/1/07	9/1/07
NPF/Scholarship	Per applicable percentage of journeyman rate. See note below.							
Holiday Benefit	Per accrual formula in Article 6 Section 2 (b)							
Medical Fund	\$4.75	\$4.75	\$4.75	\$4.75	\$5.25	\$5.25	\$5.80	\$5.80
NSSP- 401(k)	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Apprentice Fund	\$0.25	\$0.25	\$0.25	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
I.T.I	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
Industry Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHI	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
State B.T.	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

**(c) NOTE:**The Pension Fund contribution for Apprentices will be as follows: (Apprentice Pension will be the same percentage as the base wage percentage.)  
**EXAMPLE:** If an Apprentice wage is 71% of the Journeyman wage, then his/her Pension contribution will be 71% of the Journeyman Pension amount.

**(d)** Deductions from base wage rate:

Work Assessment check-off				
3% of gross wages				
Political Action League				
Effective Date	7/1/05		7/1/06	
Hourly deduction	4¢ per hour		4¢ or 10¢ per hour	
SMWIA Per Capita Check-off				
Effective Date	1/1/06	1/1/07	1/1/08	1/1/09
Hourly deduction	\$0.02	\$0.03	\$0.04	\$0.05

**(e) Ratios:** 3 Journeyman, 2 Apprentice, 1 Preapprentice, 1 Specialty Worker or any combination thereof.

**(f) Market Growth Crew Ratio** for HVAC Commercial work (installing contractors only): 3 Journeymen, 3 Apprentices and 3 others (Specialty Workers or Preapprentices). These ratios will expire with the expiration of this agreement unless a 15% percent per year increase in man-hours is realized in HVAC commercial work during the term of this agreement. These ratios do not apply to manufacturing.

**(g)** Local #15 will work to revise existing joint apprenticeship training to meet and serve the local specialty contractors needs and requirements.

**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 checkoff in compliance with the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

**SECTION 8.** The parties agree that concentrated apprenticeship training is preferable to night schooling. Concentrated training will be implemented by Fall Semester 2006. Hours of concentrated training will meet minimum state regulations (144 hours per year). All increases in the local training fund hourly contribution rate in this agreement will be kept in a separate JATC account and used solely for the purposes of compensating apprentices for attending concentrated training day school.

**SECTION 9.** Continuing Education courses for Journeymen: The parties strongly encourage Journeymen to maintain current industry skills by completing eight hours of continuing education classes each year.

## **ARTICLE 12**

There is hereby established an Apprenticeship and a Preapprentice Program which shall be administered by the Local Joint Apprenticeship Committee. The JATC shall establish such rules as it deems necessary, which do not conflict with the current agreement between SMACNA and SMWIA L.U. #15.

**SECTION 1. (a)** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis of one (1) preapprentice 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) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply. See also Article 11 Section 6(e) above.

**(b)** In the event the Employer is entitled to employ a preapprentice and the Union fails to comply with the Employer's written request to furnish a preapprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment. Prior to employment the Employer must also notify the Local Union Office in writing of any such employee hired along with their name, hire date, social security number, classification and wage rate.

**(c)** Preapprentices shall be at least 18 years of age and possess the necessary basic requirements for entrance into the Apprenticeship Program.



**(d)** Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. Preapprenticeship is not a condition of gaining admission to the Apprenticeship list and there shall be no natural or normal progression from Preapprentice to Apprentice. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of preapprentice for such openings during the first year of employment. No preapprentice shall be retained beyond one (1) year unless he has been found to be qualified as an applicant.

**(e)** The Starting Wage Rate and fringe benefits contributions for preapprentice shall be as follows. The fringe benefit contribution rates listed below may be modified per allocation of a 3.7% total contractual increase effective 7/1/08 and a 3.7% total contractual increase effective 7/1/09:

Effective Date	7/1/05	9/1/05	5/1/06	7/1/06	9/1/06	7/1/07	9/1/07
Starting Wage	50% of Journeyman Rate						
Holiday Benefit	Per accrual formula in Article 6 Section 2 (b)						
National Pension	\$0.12	\$0.15	\$0.15	\$0.15	\$0.20	\$0.20	\$0.25
Medical Fund-Single	\$1.25	\$1.25	\$1.25	\$1.45	\$1.45	\$1.70	\$1.70
Local Apprentice Fund	\$0.25	\$0.25	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55

**(f) Preapprentice Wage rate increases:** After 30 days on the job, the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**(g) Deductions from Base Wage Rate:**

Work Assessment check-off				
3% of gross wages				
Political Action League				
Effective Date	7/1/05		7/1/06	
Hourly deduction	4¢ per hour		4¢ or 10¢ per hour	
SMWIA Per Capita Check-off				
Effective Date	1/1/06	1/1/07	1/1/08	1/1/09
Hourly deduction	\$0.02	\$0.03	\$0.04	\$0.05

**(h)** Medical coverage shall be arranged on behalf of the preapprentice by the parties. Employer contributions to the Medical Fund, Pension Fund and Local Apprentice Fund on behalf of Preapprentices will commence after completing a 90-calendar day probation period. No other Benefits will be applicable during Preapprenticeship. Applicants who enter Preapprenticeship will be required to work a minimum of three (3) months as a Preapprentice in order to be given consideration for apprenticeship. The Preapprentice will remain in probationary status until indentured as an Apprentice. If a Preapprentice is indentured as an apprentice after completing three (3) months or more employment he/she will receive a minimum of 63% of the Journeyman Base Wage Rate.

(i) If a Preapprentice is not indentured prior to completing twelve (12) months of Preapprenticeship he/she may make application to the Local Union as a Specialty Worker and will be paid in accordance with the wage progression schedule for this classification. Further consideration for Apprenticeship will be in accordance with the provisions and requirements of the JATC.

(j) The Employer must employ his full ratio of Apprentices in order to employ Preapprentices.

(k) Preapprentices shall work under supervision.

(l) Employers who violate the terms of the Apprenticeship and Preapprentice Program will be subject to cancellation of participation in this program and restricted from further employment of Preapprentices.

### ARTICLE 13

**SECTION 1.** Specialty Workers may be employed in the following ratio:  
One (1) Specialty worker for any Employer who employs an apprentice.

(a) Specialty workers may perform any work covered by Article 1 of which they are capable and will work under the general direction of a journeyman. The wage rate for specialty workers will be as negotiated. They shall be covered by the local medical plan.

(b) In the event the Employer is entitled to employ a specialty worker and the Union fails to comply with the Employer's written request to furnish a specialty worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union Office. The Employer must also notify the Local Union Office in writing of any such employee hired along with their name, hire date, social security number, classification and wage rate.

**SECTION 2. (a)** Specialty Workers wage progression Schedule and Fringe Benefits after 90 days probationary period. The fringe benefit contribution rates listed below may be modified per allocation of a 3.7% total contractual increase effective 7/1/08 and a 3.7% total contractual increase effective 7/1/09:

Effective Date	7/1/05	9/1/05	5/1/06	7/1/06	9/1/06	7/1/07	9/1/07
1 <sup>st</sup> year wage	50% of Journeyman Rate						
2 <sup>nd</sup> year wage	55% of Journeyman Rate						
3 <sup>rd</sup> year wage	60% of Journeyman Rate						
4 <sup>th</sup> year wage	65% of Journeyman Rate						
Holiday Benefit	Per accrual formula in Article 6 Section 2 (b)						
National Pension	\$0.36	\$0.48	\$0.48	\$0.48	\$0.60	\$0.60	\$0.72
Medical Fund-Single	\$1.25	\$1.25	\$1.25	\$1.45	\$1.45	\$1.70	\$1.70
*Med Fund +4 years	\$4.75	\$4.75	\$4.75	\$5.25	\$5.25	\$5.80	\$5.80
Local Apprentice Fund	\$0.25	\$0.25	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55

(b) \*Medical Fund Contribution rate for Specialty Workers will be the same as for Journeyman after four years of employment in the union sheet metal industry.

(c) Deductions from Base Wage Rate:

Work Assessment check-off			
3% of gross wages			
Political Action League			
Effective Date	7/1/05	7/1/06	
Hourly deduction	4¢ per hour	4¢ or 10¢ per hour	
SMWIA Per Capita Check-off			
Effective Date	1/1/06	1/1/07	1/1/08
Hourly deduction	\$0.02	\$0.03	\$0.04

## ARTICLE 14

**SECTION 1. (a)** The parties to this Agreement will continually monitor the effectiveness of this Agreement and will endeavor to modify, where necessary, contract terms that become non-competitive during the term of this Agreement. The Labor-Management meetings will be held upon request and by mutual agreement.

(b) Local #15 will agree to work with all local contractors to use whatever measures possible to promote, support, and aggressively pursue and regain their market.

**SECTION 2. (a)** Upon request by the local union, employers will furnish letters on company letterhead confirming work assignments to Sheet Metal Workers including name of project and type of work performed.

(b) The Local Union will make all contracts available to the designated representative of Florida SMACNA, Inc. for review in the Local Union office.

**SECTION 3.** It may be necessary to have a Steward in each shop and/or job sites of the Employer who is signatory to this Agreement, whose duties may be, at the direction of the Business Manager, to handle complaints arising either from the Employer or Employee, and endeavor to satisfactorily settle such complaints at the shop or job site level. Therefore, a shop and/or job site steward will be appointed by the Business Manager or Business Representative of this Local, and shall be the last man laid off when it becomes necessary to reduce forces, due to the lack of work, provided he is capable of satisfactorily performing the work required. The foregoing provisions do not prevent anyone from being fired for cause.

**SECTION 4. (a)** It is hereby mutually agreed between the parties that within the context of the Union's right to represent its members, all shop or job site visits by Business Representatives will adhere to the following procedure:

(b) Employers will provide the Union with the name of Company contact(s) whom Business Agents should call to discuss any issues, which arise on the job site or in the shop. Every time a situation arises, the agent will place a call to the appropriate company contact. The Union and the Employer will work on such issues together and deal with them together on the job site or in the shop. The Employer will likewise contact the Local Union Office when issues arise on the job site or in the shop.

(c) Visits to shop or job sites by Business Agents shall in no way interfere with the progress of the work.

## **INTEGRITY CLAUSE**

**SECTION 1.** A “bad-faith 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 interests (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 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 Workers International Association, AFL-CIO in that area.

An Employer is also a “bad-faith 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-subsiary and/or holding-company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such other 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 Workers International Association, AFL-CIO in that area.

**SECTION 2.** Any Employer who signs this Agreement or is covered by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “bad-faith 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 “bad-faith employer” shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 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 liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article X.

## **ARTICLE 15**

**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 16**

**SECTION 1.** This Agreement and all Addenda shall become effective on the first day of July, 2005 and remain in full force and effect until the 30th day of June 2010, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article 10, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article 10, Section 8 have been otherwise completed.

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

**SECTION 3.** Notwithstanding any other provision of this Article 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 Florida SMACNA, Inc. 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.

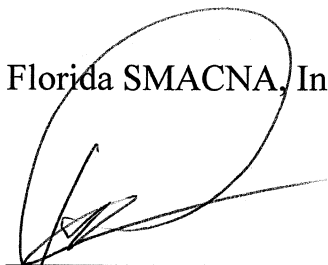
**SECTION 6.** This Agreement contains the entire contract understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

This agreement including the 2005 SFUA as amended and Addendums are hereby adopted by the undersigned parties. In witness whereof, the parties hereto affix their signatures and seal this 1<sup>st</sup> day of July 2005.

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

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the Sheet Metal Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

Florida SMACNA, Inc.



\_\_\_\_\_  
Ronald Lapin, President

Sheet Metal Workers' International  
Association, Local Union #15



\_\_\_\_\_  
Michael J. Jeske, Business Manager

or

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
(Signature and title of officer or representative)

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## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective July 1, 2005

	Journeymen	Apprentices							Pre	Specialty Workers			
		1-1,2	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.10	12.03	12.42	12.99	13.56	14.13	14.71	15.28	9.55	9.55	10.51	11.46	12.42
<b>NPF/Scholarship</b>	2.80	1.76	1.82	1.90	1.99	2.07	2.16	2.24	0.12	0.36	0.36	0.36	0.36
<b>Medical Fund</b>	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	1.25	1.25	1.25	1.25	1.25
<b>*SASMI – 3%</b>	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	28.43	19.52	19.97	20.62	21.28	21.93	22.60	23.25	11.17	11.41	12.37	13.32	14.28
<b>Industrial Wage</b>	22.99	14.48	14.94	15.63	16.32	17.01	17.70	18.39	11.50	11.50	12.64	13.79	14.94

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.

## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective September 1, 2005

	Journeyman	Apprentices							Pre	Specialty Workers			
		1-1,2	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.10	12.03	12.42	12.99	13.56	14.13	14.71	15.28	9.55	9.55	10.51	11.46	12.42
<b>NPF/Scholarship</b>	3.02	1.90	1.96	2.05	2.14	2.23	2.33	2.42	0.15	0.48	0.48	0.48	0.48
<b>Medical Fund</b>	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	1.25	1.25	1.25	1.25	1.25
<b>*SASMI – 3%</b>	0.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	28.66	19.66	20.11	20.77	21.43	22.09	22.77	23.43	11.20	11.53	12.49	13.44	14.40
<b>Industrial Wage</b>	22.99	14.48	14.94	15.63	16.32	17.01	17.70	18.39	11.50	11.50	12.64	13.79	14.94

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.

## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective January 1, 2006

	Journeyman	Apprentices							Pre	Specialty Workers			
		1-2,1	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.20	12.10	12.48	13.06	13.63	14.21	14.78	15.36	9.60	9.60	10.56	11.52	12.48
<b>NPF/Scholarship</b>	3.02	1.90	1.96	2.05	2.14	2.23	2.33	2.42	0.15	0.48	0.48	0.48	0.48
<b>Medical Fund</b>	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	1.25	1.25	1.25	1.25	1.25
<b>*SASMI – 3%</b>	0.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	28.76	19.73	20.17	20.84	21.50	22.17	22.84	23.51	11.25	11.58	12.54	13.50	14.46
<b>Industrial Wage</b>	23.09	14.55	15.01	15.70	16.39	17.09	17.78	18.47	11.55	11.55	12.70	13.85	15.01

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.

## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective May 1, 2006

	Journeymen	Apprentices							Pre	Specialty Workers			
		1-2,1	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.20	12.10	12.48	13.06	13.63	14.21	14.78	15.36	9.60	9.60	10.56	11.52	12.48
<b>Holiday Benefit</b>	0.53	0.33	0.34	0.36	0.38	0.39	0.41	0.42	0.27	0.27	0.29	0.32	0.34
<b>NPF/Scholarship</b>	3.02	1.90	1.96	2.05	2.14	2.23	2.33	2.42	0.15	0.48	0.48	0.48	0.48
<b>Medical Fund</b>	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	1.25	1.25	1.25	1.25	1.25
<b>*SASMI – 3%</b>	0.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	29.59	20.36	20.81	21.50	22.18	22.86	23.55	24.23	11.82	12.15	13.13	14.12	15.10
<b>Industrial Wage</b>	23.09	14.55	15.01	15.70	16.39	17.09	17.78	18.47	11.55	11.55	12.70	13.85	15.01

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.

## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective July 1, 2006

	Journeymen	Apprentices							Pre	Specialty Workers			
		1-2,1	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.50	12.29	12.68	13.26	13.85	14.43	15.02	15.60	9.75	9.75	10.73	11.70	12.68
<b>Holiday Benefit</b>	0.54	0.34	0.35	0.37	0.38	0.40	0.42	0.43	0.27	0.27	0.30	0.32	0.35
<b>NPF/Scholarship</b>	3.02	1.90	1.96	2.05	2.14	2.23	2.33	2.42	0.15	0.48	0.48	0.48	0.48
<b>Medical Fund</b>	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	1.45	1.45	1.45	1.45	1.45
<b>*SASMI – 3%</b>	0.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	30.42	21.06	21.52	22.21	22.90	23.59	24.30	24.98	12.17	12.50	13.51	14.50	15.51
<b>Industrial Wage</b>	23.39	14.74	15.20	15.91	16.61	17.31	18.01	18.71	11.70	11.70	12.86	14.03	15.20

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.

## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective September 1, 2006

	Journeymen	Apprentices							Pre	Specialty Workers			
		1-2,1	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.50	12.29	12.68	13.26	13.85	14.43	15.02	15.60	9.75	9.75	10.73	11.70	12.68
<b>Holiday Benefit</b>	0.54	0.34	0.35	0.37	0.38	0.40	0.42	0.43	0.27	0.27	0.30	0.32	0.35
<b>NPF/Scholarship</b>	3.27	2.06	2.13	2.22	2.32	2.42	2.52	2.62	0.20	0.60	0.60	0.60	0.60
<b>Medical Fund</b>	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	1.45	1.45	1.45	1.45	1.45
<b>*SASMI – 3%</b>	0.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	30.68	21.22	21.68	22.38	23.08	23.78	24.48	25.18	12.22	12.62	13.63	14.62	15.63
<b>Industrial Wage</b>	23.39	14.74	15.20	15.91	16.61	17.31	18.01	18.71	11.70	11.70	12.86	14.03	15.20

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.

## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective July 1, 2007

	Journeyman	Apprentices							Pre	Specialty Workers			
		1-2,1	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.85	12.51	12.90	13.50	14.09	14.69	15.28	15.88	9.93	9.93	10.92	11.91	12.90
<b>Holiday Benefit</b>	0.55	0.35	0.36	0.37	0.39	0.41	0.42	0.44	0.28	0.28	0.30	0.33	0.36
<b>NPF/Scholarship</b>	3.27	2.06	2.13	2.22	2.32	2.42	2.52	2.62	0.20	0.60	0.60	0.60	0.60
<b>Medical Fund</b>	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	1.70	1.70	1.70	1.70	1.70
<b>*SASMI – 3%</b>	0.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	31.62	22.00	22.47	23.17	23.88	24.60	25.30	26.02	12.66	13.06	14.07	15.09	16.11
<b>Industrial Wage</b>	23.74	14.96	15.43	16.14	16.86	17.57	18.28	18.99	11.87	11.87	13.06	14.24	15.43

\*SASMI Contribution is calculated by multiplying 3% times (Wage rate + Medical Fund + National Pension)

**Preapprentice Wage rate:** After 30 days on the job the preapprentice will receive a 25¢ wage increase. After 90 days on the job the preapprentice will receive another 25¢ wage increase. After 180 days on the job another wage increase of 25¢ will be granted.

**Specialty Worker Medical Fund Contribution Rate:** Medical Fund Contribution rate for Specialty Workers will be the same as the Journeyman Medical Fund contribution rate after four years of employment in the Union sheet metal industry.

**Preapprentice & Specialty Worker Fringe Benefits:** Employer contributions to the Medical Fund, and Local Apprentice Fund and National Pension Fund on behalf of Specialty Workers and Preapprentices will commence after completing a 90-calendar day probationary period.



## Sheet Metal Workers', Local #15 Wage Rates and Fringe Benefits Effective September 1, 2007

	Journeyman	Apprentices							Pre	Specialty Workers			
		1-2,1	2-1	2-2	3-1	3-2	4-1	4-2		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<b>Commercial Wage</b>	19.85	12.51	12.90	13.50	14.09	14.69	15.28	15.88	9.93	9.93	10.92	11.91	12.90
<b>Holiday Benefit</b>	0.55	0.35	0.36	0.37	0.39	0.41	0.42	0.44	0.28	0.28	0.30	0.33	0.36
<b>NPF/Scholarship</b>	3.54	2.23	2.30	2.41	2.51	2.62	2.73	2.83	0.25	0.72	0.72	0.72	0.72
<b>Medical Fund</b>	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	1.70	1.70	1.70	1.70	1.70
<b>*SASMI – 3%</b>	0.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>NSSP-401 (k)</b>	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00
<b>Apprentice Fund</b>	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55	0.55
<b>I.T.I.</b>	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00
<b>Industry Fund</b>	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00
<b>N.E.M.I.</b>	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.00	0.00	0.00	0.00	0.00
<b>S.M.O.H.I.</b>	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00
<b>State B/T</b>	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	31.90	22.17	22.64	22.36	24.07	24.80	25.51	26.23	12.71	13.18	14.19	15.21	16.23
<b>Industrial Wage</b>	23.74	14.96	15.43	16.14	16.86	17.57	18.28	18.99	11.87	11.87	13.06	14.24	15.43

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Attach July 1, 2008  
wage/fringe chart after  
allocation of 3.7% total  
contractual increase.

Attach July 1, 2009  
wage/fringe chart after  
allocation of 3.7% total  
contractual increase.

# Contract Provision Summary - Page 1 of 2

## Regular Work Day Shift Parameters

Shift	Parameters	Premiums
1 <sup>st</sup>	6 am-5:30 pm	0
2 <sup>nd</sup>	3 pm-12 pm	7%
3 <sup>rd</sup>	10 pm-8 am	14%

### 4-Day week

In lieu of the five-day workweek, the Employer may schedule a regular workweek consisting of four (4) ten- (10) hour workdays. The regular workday would be scheduled between six (6) a.m. and five-thirty (5:30) p.m. and the regular workweek will begin on Monday and end on Thursday. Under the four day schedule all hours of work performed on Friday shall be at one and one-half (1-1/2) times the regular hourly rate. By mutual agreement of the union & the employer the 4-day week could be scheduled from Tuesday thru Friday.

### Overtime

Outside shift Monday-Friday: 1½ times the rate.  
 Saturdays: 1½ times the rate.  
 Sundays and Holidays: 2 times the rate.

### Supervision

General Foreman: 20% premium.  
 Foreman: 10% premium.  
 Leadman: 75¢ per hour premium.

## Ratios

	Non HVAC Field	HVAC Field
Journeymen	3	3
Apprentices	2	2
Pre-apprentices	1	2
Specialty Workers	1	2

## Definitions

**INDUSTRIAL:** All work at Cape Canaveral Air Station/Kennedy Space Center and on power plants, paper mills, mines and any new construction project or work area which involves facilities that produce, or process a product, has above or below ambient air temperatures, is excessively dirty or hazardous beyond that of a commercially classified project, including maintenance work which has not been targeted and/or reclassified by the Labor-Management Committee and/or the parties to this Agreement.

**COMMERCIAL:** All shop fabrication and field erection performed by employers on all other projects not defined as Industrial performed under the jurisdiction of this agreement.

### Travel

**Free Zone:** When employed on non room & board jobs more than 90 miles from the employee's permanent residence, employees will receive mileage for all miles beyond the 90 mile free zone. When the employer requests manpower from the Union's hiring hall, the Union must notify the employer if travel pay applies.

## Contract Provision Summary - Page 2 of 2

### Room & Board Jobs

**Travel Time Payment & Mileage:** When the employer furnishes transportation to room and board jobs, travel other than during regular work hours shall be compensated at \$10.00 per hour on a separate check. When the employee furnishes transportation to room and board jobs, each employee will receive the applicable base wage rate show-up time plus mileage at start of job and return trip mileage at termination of job, based on seven (7) days a week, or applicable base wage rate plus show-up time mileage on first day employed and return trip mileage, during same week. Mileage will not be applicable when the employer furnishes transportation. Free zone does not apply to room & board jobs.

**Adequate Room & Board Expenses:** Adequate room accommodations will be provided on all Room and Board Jobs and the Employer will assist in the selection of the facility, which will be equivalent to AAA or quality court rating. If the minimum \$35.00 per day board expenses is not sufficient a mutual agreement between Employer and employee will be achieved establishing adequate board expenses prior to the assignment or reassignment of the employee to a Room and Board Job.

### Holidays

New Years Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day.

**Holiday Benefit:** Effective with Independence Day 2006 employees will receive a holiday benefit payment for the holidays recognized in this agreement according to the following accrual basis: Effective May 1, 2006 employees will accrue holiday benefit at the rate of 1.08 times the employee's regular rate of pay per week of employment. Holiday benefit will be defined as an amount equivalent to 8 hours pay at the employee's regular rate of pay excluding hourly fringe benefit contributions. Employees must have at least the equivalent of 8 times their regular hourly rate of pay accrued prior to a holiday in order to receive holiday benefit payment. The holiday benefit payment will be paid in the payroll period that includes the holiday. If prior to the holiday, the employee has accrued less than an amount equivalent to 8 hours times the employee's regular rate of pay, the employee will not receive holiday benefit payment for that holiday and any unused accrued holiday benefit will be carried forward and applied toward future holiday benefit payments. Upon termination, employees will be paid any unused accrued holiday benefit in their final paycheck.