

**2022**  
**North and South Georgia**  
**Standard Form of Union**  
**Agreement**  
**and**  
**Working Rules of the**  
**International Association of Sheet Metal,**  
**Air, Rail and Transportation Workers**  
**Local Union No. 85**  
**1838 Metropolitan Parkway, S.W.**  
**Atlanta, Georgia 30315**

**Employer's Name**

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**Address**

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**Phone & Fax**

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SHEET METAL | AIR | RAIL | TRANSPORTATION



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**STANDARD FORM OF UNION AGREEMENT**  
**Sheet Metal, Roofing, Ventilating, and Air Conditioning**  
**Contracting Divisions of the Construction Industry**

Agreement entered this 1<sup>st</sup> day of July 2022 by and between the Georgia-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. 85 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union, for counties under the jurisdiction of Local Union No. 85. (See Addendum #2)

**ARTICLE I**

**SECTION 1.** This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the (a) manufacturer, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous and 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 the International Association of Sheet Metal, Air, Rail and Transportation Workers.

**SECTION 2.** This Agreement, Addendum, and Wage Schedules, to the Standard Form of Union Agreement (SFUA) covering North and South Georgia and the Standard Form of Union Agreement covers Southeast and South Central (Savannah/Augusta Area) Georgia replaces and supersedes previous addendum to both agreements.

This Agreement merges the two (2) agreements between the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 85 and the Georgia-SMACNA, Inc., together into one (1) statewide agreement and establishes the Wage Rate and Fringe Package as outlined in Wage and Fringe Schedules herein.

This Agreement also establishes, and outlines an Industrial Wage Rate, as well as a Commercial/Institutional Wage Rate as defined below and as set forth in the Wage and Fringe Schedules contained in Schedule 1, 2, and 3 herein.

**SECTION 3. DEFINITIONS**

A. **INDUSTRIAL:** Any new construction project which involves facilities that produce, or process a product including maintenance work which has not been targeted and/or reclassified by the Labor-Management Committee and/or the parties to this Agreement.

B. **COMMERCIAL/INSTITUTIONAL:** All shop fabrication and field erection performed by Employers on all other projects not defined as Industrial who are signatory to this agreement.

C. **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.

**ARTICLE II**

**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 the Agreement.

**SECTION 3.** The Employer shall have the right to make any and all changes involving automation procedures, machinery, equipment, and tools that, in the Employer's opinion, are in the best interest of the business.

### ARTICLE III

**SECTION 1.** The Employer agrees that only journeyman, apprentice, and helper sheet metal workers shall be employed on any work described in Article I and, further, for the purpose of providing jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. Lists of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

**SECTION 2.** It is agreed that in any case where air-veyor systems and air-handling systems are installed underground, the work of digging necessary ditches and of covering same after the installation of the systems shall not be performed by journeyman, apprentice, or helper sheet metal workers.

### ARTICLE IV

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

A. The Union will continue to maintain and use a referral policy with the following exceptions and clarifications:

1. The Employer has the option to requisition 100% journeyman and helpers by name that are on an out of work list for that area and available for work. (See Article XII, Section 1 on helpers)
2. All call outs by name will be in writing on a requisition form supplied or approved by the Union.
3. Upon notification to the employer the Union shall continue to reserve the right to substitute duly qualified Stewards as part of a requisition in the event of a 100% call out.
4. The 100% call out option does not apply to apprentices.

**SECTION 2.** The Union will consider and furnish applications for jobs on a non-discriminatory basis and such decisions shall not be based on, or be in any way affected by race, religion, color, national origin, ancestry, gender, or age.

**SECTION 3.** If after forty-eight (48) hours notice, Local Union No. 85 cannot refer workers in sufficient numbers to satisfy requirements, Employers may recruit such workers elsewhere until such time as Local Union No. 85 can supply sufficient workers.

**SECTION 4.** Ratios are as follows:

- A. 3-Journeyman/1-Apprentice/1-Helper on Pharmaceutical/Labs, Clean Rooms, Sports Arenas, Power Houses and Shops.
- B. 2-Journeyman/1-Apprentice/1-Helper on Industrial, Healthcare and Hartsfield-Jackson International Airport.
- C. 1-Journeyman/1-Apprentice/1-Helper on Commercial and Educational/Non-Lab projects.

### ARTICLE V

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

**SECTION 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 effective 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, the Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

## Continuation of **ARTICLE V**

**SECTION 4.** The Employer agrees to deduct the appropriate amount for dues, assessment, or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20<sup>th</sup> day of each month, the Employer shall remit as per Article VIII, Section 12, A, the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

## **ARTICLE VI**

**SECTION 1.** The regular working day shall consist of eight (8) hours labor in the shop or on the job. The regular 8 hour work day may be established between five (5:00) a.m. and four-thirty (4:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's 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 established work day shall be recognized as regular working hours and paid for at the regular hourly rate. Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

- A. In no event shall employees be required to report for work earlier than or remain later than the established eight (8) hour work day, without receiving overtime pay.
- B. In the event time is lost on any job during the regular work week for any reason beyond the control of the Employer, the Employer may extend the work week through Saturday, on a voluntary basis, in order that employees have a full forty (40) hours, provided, however, that if Saturday has to be scheduled as an overtime work day, the make-up day will not apply. Work performed during the extended work week shall be paid at the straight time hourly rate if performed within the established eight (8) hour work day. There shall be no make-up days for holidays.
- C. Overtime work shall be at one and one-half (1-1/2) times the regular rate, Monday through Friday, the first ten (10) hours on Saturday and voluntary work on Sundays for the purpose of replacing H.V.A.C. equipment in existing commercial buildings during weekend shutdowns. All Holidays and all Sunday shop work will be paid at double time. All other overtime hours will be at two (2) times the regular rate including Fridays after 10 hours worked while on a Monday through Thursday or Tuesday through Friday 4-10's schedule. If an employee is required to work overtime after his/her normal work shift, his/her time will not revert to straight time without having at least an eight (8) hour lapse of time off.
- D. 4-10 Hour Days Work Schedule:

When required by the project, such as by the schedule set by the Owner, General Contractor, or when economically advantageous for the employee, an Employer may schedule a 4-10 hour days Work Schedule as follows:

- 1. Upon notification by the Employer to Local Union No. 85, a 4-10 hour days Work Schedule will be either Monday through Thursday or Tuesday through Friday on any project or shop.
  - 2. On a Monday through Thursday schedule, Friday may be used as a make-up day under the terms as outlined in Section 1-B of this Article. On a Tuesday through Friday schedule, Saturday may be used as a make-up day under the terms as outlined in Section 1-B of this Article. There shall be no make-up days for holidays.
  - 3. Overtime for Friday will be applied as outlined in Section 1-C of this Article for working on Saturday.
  - 4. Working hours will be between five (5:00) a.m. and five-thirty (5:30) p.m.
- E. Mandatory-Eight Straight-Time Attendance Policy for "Scheduled Overtime."

### **Definitions:**

"Scheduled Overtime" is overtime scheduled for one or more days and for one or more hours a day in the shop or field by the employer, by notifying the Business Manager per Article VI, Section 3 and by notifying the affected employee prior to the end of the previous work week. All other overtime is "Pop-up Overtime" and shall be paid at the applicable overtime rate.

### **Policy:**

A mandatory-eight policy of required straight-time work attendance is established as follows for the purpose of curtailing absenteeism and tardiness and shall not penalize individuals under these circumstances. It is not intended to make-up straight-time hours missed due to weather interruptions or interruptions due to job-site circumstances, holidays or excused absences that caused the lost time. Without a twenty-four (24) hour notice and written official documentation from source of appointment, absence will be unexcused.

Continuation of **ARTICLE VI, SECTION 1.**

Eight (8) hours per day Monday through Friday shall constitute a straight time pay rate. Eight (8) hours per day Monday through Friday shall be worked before receiving overtime rates for Saturday and Sunday. Straight-time hours missed can only be made up within the same pay period for which they were lost, whereas, straight-time hours missed shall not carry over from one pay period to the next.

If the worker missed any of the mandatory straight time hours, the worker will work the next scheduled overtime hours at straight time until the hours missed are made up. In the event that hours performed include double (2) time hours, it shall be understood that one and one-half (1-1/2) time hours will always be exchanged first for straight time hours missed.

1. Additional Requirements:

- a. In the event the "Scheduled Overtime" requires the employee to change locations from his/her current working location, all Articles of the SFUA apply including, but not limited to, Articles VI, VII and VIII.
- b. In the event the employer meets the requirements of "Scheduled Overtime" and fails to provide the scheduled overtime hours for the employee(s), the "Mandatory-Eight Straight-Time Attendance Policy for Scheduled Overtime" shall not apply and all overtime worked shall be paid at the applicable "Pop-up Overtime" rate for that pay period.

**SECTION 2.** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Saturday and Sunday will be recognized as holidays. The six (6) holidays described above shall be paid holidays at straight time up to eight (8) hours provided the employee has accrued eight (8) hours or more in the pay period that precedes the pay period in which the holiday falls. If the employee works on a holiday he/she shall receive any accrued holiday pay, up to eight (8) hours, and in addition he/she shall receive overtime pay. Work performed on holidays shall be paid as stated in Section 1. The accrual rate on holiday pay for each hour worked will be based on the following formula:

Hours worked x .025 = hours accrued.

**Example 1**

40 hours worked x .025 = 1 hour accrued holiday pay.

**Example 2**

(40 regular hours worked + 10 OT hours worked) X .025 = 1.25 hours accrued holiday pay. Each portion of an hour will be rounded to the nearest quarter of an hour.

The payout will be made in the same pay period in which the holiday occurs. If the employee has accrued more than eight (8) hours, he/she will be paid eight (8) hours. If the employee has accrued less than eight (8) hours, he/she will be paid the total hours accrued. In the event of severance for any reason, the employee will be paid for all of the hours accrued at the time of severance on their last check. Dues check-off and Vacation will not be deducted from the holiday pay.

No fringe benefit payments will be made on holiday pay. All accrued hours will be paid out at the regular base rate. Apprentice and helper accrued hours will be paid out at his/her regular base rate. Holiday hourly accrual begins January 1<sup>st</sup> of each year. The contractor shall be responsible for setting aside the amount identified in Addendum 1, Wage and Fringe Schedules 1, 2, and 3 as Sheet Metal Workers' Deferred Payment (S.M.W.D.P.).

The first scheduled paid holiday will be Memorial Day. All holiday pay hours accrued through the last pay period of the year will be paid in the first pay period of the following year as holiday pay for New Year's Day. The amount that is added to the package to compensate for the holiday pay is listed in Addendum 1, Schedules 1, 2, and 3 as Sheet Metal Workers' Deferred Payment (S.M.W.D.P.).

- A. Use dates for holidays as follows: January 1 for New Year's; Last Monday in May for Memorial Day; July 4 for Independence Day; First Monday in September for Labor Day; Fourth Thursday in November for Thanksgiving Day; December 25 for Christmas Day. Holidays falling on Tuesday, Wednesday or Thursday can be changed to a Monday or Friday by mutual agreement between the bargaining parties. Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.

**SECTION 3.** All work performed outside of the established regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to Local Union No. 85 in advance of scheduling such work. Preference to overtime and holiday work shall be given to persons on the job on a rotation basis so as to equalize such work as nearly as possible.

## Continuation of **ARTICLE VI**

**SECTION 4.** At the option of the employer, a shift shall be defined as an established 5-8 consecutive days that begins or ends outside of the five (5:00) a.m. to four-thirty (4:30) p.m. regular work window or on an established 4-10 consecutive days that begins or ends outside of the five (5:00) a.m. to five-thirty (5:30) p.m. regular work window. Saturday and Sunday may be used to meet the consecutive days requirement. The consecutive 5-8/4-10 shift work rule shall apply to an employee working on one or more project(s) in the same work week. Shift work pay and conditions shall be only as provided below.

- A. Shift work hours will be paid at a premium of four dollars (\$4.00) above the regular hourly rate for journeyman and three dollars and fifty cents (\$3.50) above the regular hourly rate for apprentices and helpers.
- B. Shift work overtime hours will be paid as follows:
  - 1. All hours worked in excess of the regular 5-8 hour shift work or the regular 4-10 hour shift work shall be paid at overtime rates as stated in Section 1 of this article.
  - 2. Shift work hours that begin on Saturday shall be paid at overtime rates as stated in Section 1 of this article. In the event of a 4-10 hour work shift, shift work hours that begin on Friday shall be paid at overtime rates as stated in Section 1 of this article.
  - 3. Shift work hours that begin on Sunday or a holiday shall be paid at overtime rates as stated in Section 1 of this article for hours worked on Sunday. The Sunday two (2) times the regular rate is excluded only if the shift work week begins on or after 9:00 p.m. on Sunday. All the provisions for two (2) times the regular rate as defined in Section 1 of this article will apply one day earlier.
  - 4. On a 5-8's shift schedule only four (4) days have to be consecutive as long as Saturday or Sunday is the fifth day that includes a minimum of eight hours.
  - 5. On a 4-10's shift schedule only three (3) days have to be consecutive as long as Saturday or Sunday is the fourth day that includes a minimum of eight hours.
- C. The shift premium shall be added after the overtime is calculated.
- D. There shall be no conversion to overtime pay under the consecutive day rule due to the persons being off on a Holiday.
- E. Apprentices shall not be penalized for missed time due to attending Local JATC school while working a scheduled shift if he/she arrives at the jobsite within a reasonable time.
- F. In figuring shift pay, the pay shall not be less than a minimum day's rate of pay at the regular day rate.
- G. When an employee is required to change his/her normal shift there will be at least an eight (8) hour lapse between shifts.
- H. All benefits shall be paid on all hours worked.

## **ARTICLE VII**

**SECTION 1.** When employed in a shop or on a job within the limits of Local Union No. 85's jurisdiction, employees shall be governed by the regular 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.

- A. The Employer will pay employee the IRS Standard Mileage rate when the employee uses his/her own automobile for transportation when changing from shop to job or job to job during working hours. The rate is posted on the Internal Revenue Service website at [www.irs.gov](http://www.irs.gov).

**SECTION 2.** When employed outside of the limits specified in Section 1 of this Article and within the jurisdiction of the union, the employee shall provide transportation for him/herself, which will assure his/her 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 the Article, which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto.

- A. There shall be no travel pay required on any job located within the jurisdiction of Local Union No. 85.
- B. When an employee is required to travel outside the jurisdiction of Local Union No. 85 the Employer will be required to pay for reasonable food and lodging with no discrimination. (See Article VIII, Sections 5, 6, 7, & 8)



## Continuation of **ARTICLE VII, SECTION 2.**

- C. 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.
- D. On jobs where free parking is not available within three (3) blocks of the work site, the Employer will arrange for employee parking or will reimburse a maximum of twelve dollars (\$12.00) unless contractor has negotiated a special rate or early bird special is available until start time per day of parking charges upon presentation of valid receipt.

## **ARTICLE VIII**

**SECTION 1.** The minimum rate of wages for journeyman sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be as indicated in Addendum No. 1 to the Agreement, except as hereinafter specified in Section 2 of this Article.

- A. At least ninety (90) days prior to any increase in wages, the Trustees of the agreed Fringe Benefit Funds will meet to determine the status of said Funds. A recommendation will then be made by said Trustees to Local Union No. 85, who shall determine the portion, if any, to be allocated to the Fringe Benefit Funds from any increase agreed to in the New Agreement.
- B. Any employee who is required to perform hazardous work shall be compensated at the regular hourly rate of pay plus one dollar and fifty cents (\$1.50) per hour above the regular hourly rate for such work. Hazardous work shall be defined as follows: Any work performed on swinging stages, boatswains chairs or any work on scaffolds, booms, or scissors lifts over fifty (50) feet high.
- C. Shop Foreperson - Each shop shall have at least one (1) foreperson. Shop Foreperson's pay in shops requiring one (1) to ten (10) persons will be equivalent to Field Foreperson's pay on jobs requiring five (5) to ten (10) persons. (Currently two dollars and fifty cents (\$2.50)). The revised rate will apply only to Shop Foreperson appointed after August 1, 2006.
- D. Field Foreperson for North and South Georgia area - When two (2) to four (4) journeymen, apprentices and/or helpers are employed on a job, one shall be designated a lead journeyman and paid two dollars (\$2.00) per hour above the regular hourly rate.
  - 1. On field jobs requiring five (5) to ten (10) journeymen, apprentices and/or helpers, the Employer will designate a foreperson who shall be paid two dollars and fifty cents (\$2.50) per hour above the regular hourly rate.
  - 2. On jobs/shops requiring more than ten (10) journeymen, apprentices, and/or helpers, the foreperson will be paid three dollars (\$3.00) per hour above the regular hourly rate. If the foreperson and the Employer decide that additional foreperson are required on such jobs/shops, the additional foreperson will be paid two dollars (\$2.00) per hour above the regular hourly rate.
  - 3. A general foreperson will be designated on jobs/shops that require more than twenty (20) journeymen, apprentices and/or helpers and will be paid three dollars and fifty cents (\$3.50) per hour above the regular hourly rate.
- E. Field Foreperson for South Central and Southeast area (Savannah/Augusta area) - When two (2) to four (4) journeymen, apprentices and/or helpers are employed on a job, one shall be designated a lead journeyman and be paid five percent (5%) per hour above the regular hourly rate.
  - 1. On jobs requiring five (5) to ten (10) journeymen, apprentices and/or helpers, the Employer will designate a foreperson who shall be paid seven percent (7%) per hour above the regular hourly rate.
  - 2. On jobs requiring more than ten (10) journeymen, apprentices and/or helpers, the foreperson will be paid twelve percent (12%) above the regular hourly rate. If the foreperson and the Employer decide that additional foreperson are required on such jobs, the additional foreperson will be paid five percent (5%) per hour above the regular hourly rate.
  - 3. A general Foreperson will be designated on jobs that require more than twenty (20) journeymen, apprentices and/or helpers and will be paid twenty-five percent (25%) above the regular hourly rate.
- F. No traveler will be a foreperson within the jurisdiction of Local Union No. 85, except those sent by an out-of-town contractor under the two (2) person rule.

**SECTION 2.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeyman sheet metal workers, apprentices and/or helpers 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 the International Association of Sheet

## Continuation of **ARTICLE VIII, SECTION 2**

Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

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

**SECTION 4.** Except as provided in Section 2 and 6 of this Article, the Employer agrees that journeyman sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

**SECTION 5.** When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers, per job, into such area to perform any work which the Employer deems necessary, 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. Journeyman sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article, but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then the minimum conditions of the home local Union shall apply.

**SECTION 6.** In applying the provisions of Section 2, 4, and 5 of this Article, 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 7.** Health 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 Health Trust Fund, to transmit Health Fund Benefit contributions made on behalf of the employee to the Health Fund in the employee's home Union. The parties to this Agreement agree to establish a system for continuing Health Coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when Health 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 Plan.

## Continuation of **ARTICLE VIII, SECTION 7.**

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

**SECTION 8.** Wages at the established rates specified herein shall be paid, in the shop or on the job on or before quitting time, and no more than three (3) days pay will be withheld. However, when discharged, employees shall be paid in full by the regularly scheduled pay day for that pay period. The employer will provide a statement showing earned hours, residual SMWDP (Holiday Pay) and a separation notice at the time of termination.

A. Contractors shall be permitted to pay off in company checks. When paying employees by company checks, employees shall be paid no later than Thursday of each week; deductions shall be shown on all paycheck stubs. When paid on Friday, employees must be paid in cash with a deduction record supplied.

1. Direct Deposit shall be permitted on a voluntary basis. The following conditions shall apply:

- a. A check stub shall be mailed on payday as outlined in this Section.
- b. If an employee does not have a bank account and chooses direct deposit, an ATM card may be used.
- c. Local Union No. 85 must pre-approve any contractor participating in direct deposit.

B. Employers terminating their company or on termination of employment of Local Union No. 85 members within this jurisdiction, employee(s) shall be given W-2 Forms when the company is leaving the area.

**SECTION 9.** Journeyperson sheet metal workers who report for work by direction of the Employer and are not placed to work shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

A. The following are the only conditions acceptable as exceptions to Article VIII, Section 9: It is recognized that a workman should not report to work if at the normal time of work departure from home the weather at the job site is unsuitable for the type of work on which he/she is employed or in the event of a lockout, strike, or act of God.

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

### **SECTION 11. Contractual Benefit Funds**

#### **A. Health Fund**

1. The provisions relating to the Health Fund established by the Agreement dated October 24, 1966, to become effective October 24, 1966, as amended from time to time, shall be continued during the life of this Agreement. The said Health Fund shall be governed by the applicable Agreement and Declaration of Trust which shall be considered a part hereof, as if fully set forth.
2. The amount as set forth in Addendum No. 1 shall be paid on each hour worked for each employee covered by this Agreement.
3. Remittance shall conform to the provisions as set forth in Section 12.

#### **B. Pension Fund**

1. The provisions relating to the Pension Fund established by the Agreement dated October 24, 1966, to become effective July 1, 1967, as amended from time to time, shall be continued during the life of this Agreement. The said Pension Fund shall be governed by the applicable Agreement and Declaration of Trust, which shall be considered a part hereof, as if fully set forth.
2. The amount as set forth in Addendum No. 1 shall be paid on each hour worked for each employee covered by this Agreement.
3. Remittance shall conform to the provisions as set forth in Section 12.

#### **C. Vacation Fund**

1. The provisions relating to the Vacation Fund established by the Agreement dated October 24, 1966, to become effective July 1, 1967, as amended from time to time, shall be continued during the life of this Agreement. The said Vacation Fund shall be governed by the applicable Agreement and Declaration of Trust which shall be considered

## Continuation of **ARTICLE VIII, SECTION 11**

a part hereof, as if fully set forth. The amount set forth in Addendum No.1 shall be paid on each hour worked for each employee covered by this Agreement.

2. When overtime is required, only the amount for each hour worked is to be withheld and remitted to the Fund. The additional hourly amount is to be paid to the employee as wages. None of the other Funds are to be doubled in any case.
3. Remittance of this amount shall conform to the provisions as set forth in Section 12.

### **D. Apprenticeship Fund**

1. The provisions relating to the Apprenticeship Fund established by the Agreement dated October 24, 1966, to become effective October 24, 1966, as amended from time to time, shall be continued during the life of this Agreement. The said Apprenticeship Fund shall be governed by the applicable Agreement and Declaration of Trust which shall be considered a part hereof, as if fully set forth.
2. The amount as set forth in Addendum No. 1 and/or attached wage schedule shall be paid on each hour worked for each employee covered by this Agreement.
3. Remittance shall conform to the provisions as set forth in Section 12.

### **E. Dues Assessment Check-Off**

1. The Employer shall deduct from net wages of the employee the amount indicated in Addendum No. 1 for each hour worked providing a written authorization has been signed by each employee to permit the deduction. The Union shall be responsible for the obtaining of authorization.
2. When overtime is required, only the amount for each hour worked is to be withheld and remitted, the additional hourly amount is to be paid to the employee as wages. This procedure is the same as the Vacation Fund and consistent with the provisions of the other funds, that in no case are withheld amounts to be doubled.
3. Remittance shall conform to the provisions as set forth in Section 12.

### **F. National Pension Fund**

1. The Employer shall pay to the Sheet Metal Worker's National Pension Fund, (Plan A), and the amount as set forth in Addendum No. 1 for each hour worked for each employee covered by this Agreement. Participation shall be in accordance with the "Agreement and Declaration of Trust Establishing the Sheet Metal Workers' National Pension Fund," a copy of which is on file with the Georgia-SMACNA, Inc. and SMART Local Union No. 85.
2. Remittance shall conform to the provisions as set forth in Section 12.

### **G. Georgia-SMACNA Industry Fund (GSIF)**

1. The Employer shall pay to the GSIF the amount as set forth in Addendum No. 1 for each hour worked for each employee covered by this Agreement. Any signatory contractor, within the jurisdiction of Local Union No. 85 that is not contributing to GSIF prior to August 1, 2003 will be excluded from this mandatory requirement. No part of these payments shall be used for political or anti-Union activities. One time per year, the GSIF shall furnish a financial statement attested to by a CPA to the Business Manager of SMART Local Union No. 85. In exchange, the Business Manager shall furnish a financial statement attested to by a CPA to the Association of Dues Check-Off.
2. Remittance shall conform to the provisions as set forth in Section 12.

### **H. International Training Institute (ITI), and National Energy Management Institute Committee, (NEMIC).**

1. The Employers will contribute to the ITI and NEMIC for the Sheet Metal and Air Conditioning Industry fifteen cents (\$0.15) per hour for each hour worked by each employee of any Employer covered by this agreement as outlined in Addendum 1.
2. The Employers will contribute to the NEMIC, a jointly administered trust fund, three cents (\$0.03) per hour worked by each employee of any Employer covered by this agreement. This three cent (\$0.03) contribution is part of the fifteen cents (\$0.15) identified in sub-section 1 above.
3. If during the term of this agreement, the SMART Constitution is amended to provide that participation in the NEMIC

Continuation of **ARTICLE VIII, SECTION 11.**

is no longer mandatory for local Unions, the parties agree that the three cents (\$0.03) per hour contribution presently set forth in the agreement shall be reallocated as follows: Two cents (\$0.02) per hour will revert to Local Union No. 85 and will be allocated at their discretion. One cent (\$0.01) per hour will revert to the Georgia-SMACNA Industry Fund.

4. Remittance shall conform to the provisions as set forth in Section 12.

**I. National Stabilization Agreement of Sheet Metal Industry (SASMI)**

1. The Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee, except helpers, subject to this Agreement to the SASMI Trust Fund. Gross Earnings, for purpose of this Agreement, shall mean (a) total wages paid to an employee by the Employer which are reported by the employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to a Pension and/or Health Fund.

2. Remittance shall conform to the provisions as set forth in Section 12.

**J. Sheet Metal Occupational Health Institute Trust (SMOHIT)**

1. Effective as of August 1, 1989, the Employers will contribute to the SMOHIT two cents (\$0.02) per hour for each hour worked by each employee of any Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient.

2. Remittance shall conform to the provisions as set forth in Section 12.

**K. Sheet Metal Workers' International Association Scholarship Fund (SMWIASF)**

1. Effective August 1, 1989, the Employer will contribute to the SMWIASF, one cent (\$0.01) per hour for each hour worked by each employee of any Employer covered by this Agreement.

2. Remittance shall conform to the provisions as set forth in Section 12.

**L. National Supplemental Savings Plan 401(k) (NSSP 401(k))**

1. Effective January 1, 2005, at the request of the employee on a voluntary basis, the Employer will deduct the requested amount per hour, a minimum of fifty cents (\$0.50) for each hour worked by the employee of any Employer covered by this Agreement. The amount deducted will be remitted to the NSSP 401(k). A helper that has worked five (5) years in Schedules 1 or 2 shall receive the apprentice Local Pension contribution (\$2.49) and a National Supplemental Savings Plan 401 (k) (NSSP Plan 401 (k)) contribution of (\$3.85) to be paid by the employer. Effective July 1, 2023, the amount as set forth in Addendum No. 1 shall be paid on each hour worked for each employee covered by this Agreement this amount shall be on a graduated scale for helpers and apprentices.

2. Remittance shall conform to the provisions as set forth in Section 12.

**SECTION 12. Remittance and Default in Payment**

**A. Remittance**

1. Remittance for Local Funds and National Funds shall be reported on a single reporting form approved by the trustees of the funds. Said form shall provide space to report hours and amounts to be allocated to each fund.

2. Payment shall be made by two (2) checks; one payable to Sheet Metal Local 85 Benefit Funds and one to the National Funds in the amount tabulated on the reporting form. Payment to all funds must be made at the same time. National Funds may be submitted electronically.

3. Remittance and reporting forms are due on or before the fifteenth (15th) of each month. Remittance and reporting forms shall be mailed as follows:

**Remittance of Local 85 Funds to:**

Sheet Metal Workers' Local 85 Benefit Fund  
Southern Benefit Administrators, Incorporated  
P.O. Box 1449  
Goodlettsville, Tennessee 37070  
Phone: (615) 859-0131, Toll-Free: (800) 831-4914

**Remittance of National Funds to:**

Sheet Metal National Benefits  
P.O. Box 79321  
Baltimore, MD 21279

Continuation of **ARTICLE VIII, SECTION 12.**

**B. Default in Payment**

1. Failure to comply with the provisions and requirements of the various Funds, (Health, Pension, Industry, Vacation, Apprenticeship, ITI, National Pension, SASMI, NSSP, SMOHIT, NEMIC, SMWIASF and Dues Check-Off) with respect to contributions and payments shall be considered as, and constitutes, a violation of this Agreement as if the provisions of such Trusts and Funds were fully set forth herein.
2. The Business Manager shall, at his discretion, require sufficient bond from any contractor determined financially unstable so as to ensure that all funds due under this Agreement will be paid.
3. The Union may remove employees covered by this Agreement from the employment with a delinquent Employer, providing advance notice of not less than twenty-four (24) 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 Administrators of the Fund involved verifies that there is no money owing to the Fund by such Employer. If the Union claims it has a valid reason for refusing to remove employees from the employment of a delinquent Employer, the validity of the reason shall be voted on by the Trustees of each applicable Fund.
4. The Trustees may require a delinquent Employer to post with them a cash or a surety bond in an amount equivalent to double the average contributions made to all Funds for the preceding year by such Employer and said cash or surety bond shall be used to guarantee continued future contributions to the Funds and to assure against future delinquencies by such Employer.

**SECTION 13.** The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

- A. When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national funds.
- B. An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local Union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of three (3) consecutive months.

**ARTICLE IX**

**SECTION 1.** Journeyman, apprentice, and helper (per SFUA) sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

- A. Journeyman shall be required to provide for themselves a minimum of hand tools as follows:

Combination Square	3/8" Ratchet with a 9/16" Socket
Dividers (as required)	Rule-1 Six-Foot Folding
Dolly Bar	Scratch Awl
Drift Pins	Screw Drivers – 8" and 10"
Hack-Saw Frame	Snips:
Hammers (Tinnerns or Riveting)	2 Aviation – 1 right, 1 left
Pliers – 8" or larger	1 Straight or bulldog (W-5)
Vice Grips – 2 pair	Folding Tongs or Hand Tongs
Wrench – Crescent or equal	

**SECTION 2.** Journeyman, apprentice, and helper sheet metal workers covered by this Agreement shall not be permitted or required, as a condition of employment, to furnish the use of automobile or other conveyance to transport men, tools, equipment, or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from job to home at quitting time.

## Continuation of **ARTICLE IX, SECTION 2.**

- A. It shall be permissible, on a voluntary basis, for the employee to transport in his/her personal vehicle tools provided by the Employer from shop to job, from job to shop, or from job to job, as per the following list: Drill motor and bits, extension cord, Whitney Punch, pop rivet gun, level, fasteners, hack saw blades, 110 Volt Welder not to exceed 12" x 12" x 24", or any other tool of reasonable like description and use that could be easily transported without damage to a vehicle.

### **ARTICLE X**

**SECTION 1.** Grievances of the Employer or the Union, arising out of interpretation of enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as his/her representative.

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

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

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

**SECTION 3.** Grievances not disposed of under the procedure in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.\* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding. Notwithstanding the provisions of Paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of the International Association of Sheet Metal, Air, Rail and Transportation Workers 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. Submission 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. (Copies of the procedures may be obtained from the National Joint Adjustment Board.)

Continuation of **ARTICLE X**

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

**SECTION 6.** In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any legal means, including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. The prevailing party in litigation to enforce an award shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. 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 the 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 renewal of this Agreement become deadlocked in the opinion of the Local Union or of the Local Contractors' Association, or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairman of the National Joint Adjustment Board believes 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-Chairman 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.

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 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.

**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 20151-1219**

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

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

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



## Continuation of **ARTICLE X**

**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 the event the National Joint Adjustment Board fails to reach a unanimous decision and the parties have been so informed, the parties shall continue to meet on unsettled issues for thirty (30) days. After such time one or both parties may submit items unsettled to binding arbitration on the demand of either party. Within five days following receipt of a demand, the parties shall endeavor jointly to select an arbitrator.

If within such period, the parties are unable to agree upon the selection, the parties shall make a joint request to the Federal Mediation and Conciliation Service for a list of seven arbitrators who are members of the National Academy of Arbitrators and who have experience in hearing and deciding construction arbitration cases. The parties shall alternately strike one name each until but one name remains and the person so named shall be the Arbitrator. The Arbitrator shall convene a hearing, at which time all evidence and arguments presented by the parties shall be considered. The Arbitrator's decision will be rendered on unsettled items only. The Arbitrator will accept the Union's position in total or the Employer's position in total as his/her decision on each item. The decision of the Arbitrator shall be in writing and shall be final and binding on both parties. There shall be no cessation of work by strike or lockout during the arbitration process. Each party bears its own expenses, but the fees and expenses of the Arbitrator and the general expense of arbitration shall be borne by the parties in equal parts.

**SECTION 11.** In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification. Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

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

## **ARTICLE XI**

**SECTION 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of who shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such Rules and Regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said Rules and Regulations, when formulated and adopted by the parties hereto, shall be recognized as part of the Agreement.

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

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

**SECTION 3.** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeyperson 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 journeyperson 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

Continuation of **ARTICLE XI, SECTION 3.**

individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

**SECTION 4.** It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. (See Article IV, Section 4 on Ratios) Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work, unless the employer takes the next apprentice from the top of the out-of-work list. Provided further each shop is allocated an additional apprentice (or helper if an apprentice is not available) in addition to the ratios outlined above. (See Article XII, Section 1 on helpers)

**SECTION 5.** All applicants for apprenticeship shall be at least seventeen (17) years of age and each apprentice shall serve a four (4) year apprenticeship and such apprentices shall work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they are qualified journeyman.

**SECTION 6.** A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeyman sheet metal workers:

Wage Scale for Apprentices

1st Year	50%
2nd Year	60%
3rd Year	70%
4th Year	80%
5th Year	85%
Increases effective July 1, 2022, and July 1 <sup>st</sup> each year thereafter.	

The fringe package for the above apprentice categories is identical to the journeyman fringe package except for the following: Dues check-off will be based on the dues check-off schedule. (See Dues Check-off Schedule in Schedule 4 of Addendum No. 1. of Standard Form of Union Agreement Wage & Fringe Schedules) Also, First and Second Year Apprentices will have Vacation deductions of twenty-five cents (\$0.25), per hour. Third- and Fourth-Year Apprentices will have Vacation deductions of fifty cents (\$0.50), per hour. Local Pension contributions for apprentices will be as follows:

(\$2.49) per hour for each hour worked, effective July 1, 2022.

National Pension & Negotiated NSSP contributions for apprentices will be paid on a graduated scale percentage of the journeyman National Pension rate equal to the apprentice pay period.

**SECTION 7.** The parties will establish on a local basis the SMART Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional Union activities shall be funded by the Local Union through a check-off in compliance with the provisions of Section 302 (c) of the Labor Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

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

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

## **ARTICLE XII**

**SECTION 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant helpers on the basis of one (1) helper for each apprentice employed by the Employer.

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

Helpers shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship Training Committee shall evaluate the qualifications of helpers for such openings.

The wage scale for all helpers shall be as indicated in Addendum No.1. Health Coverage shall be paid by the employer to the Sheet Metal Workers Health Fund Local Union No. 85. National Pension contributions for helpers will be paid on a graduated scale percentage equal to the helper's wages. Accrued SMWDP shall be paid per Article VI Section 2. No other fringes will be paid.

A helper that has worked two (2) years in Schedules 1 or 2 shall receive the apprentice Local Pension contribution (\$2.49). A helper that has worked five (5) years in Schedules 1 or 2 shall receive the apprentice Local Pension contribution (\$2.49) and a National Supplemental Savings Plan 401 (k) (NSSP Plan 401 (k)) contribution of (\$3.85) to be paid by the employer. A helper that has worked five (5) years in Schedule 3 shall receive the Schedule 3 journeyman National Pension contributions.

## **ARTICLE XIII**

This Article contains Work Conditions not specifically set forth in the Standard Form of Union Agreement.

### **SECTION 1. Work Conditions**

- A. The Employer or his/her representative shall notify the Business Manager or Business Representative of Local Union No. 85 before any sheet metal worker is laid off from a shop or job.
- B. The Employer shall furnish or make provisions for adequate toilet facilities and drinking water. Ice water is to be furnished in the spring, summer and fall months.
- C. Each shop and each job shall have a job steward, who shall be appointed by the Business Manager or his designee. Under no circumstances shall a superintendent serve as a shop or job steward. The Employer, or his/her representative, shall be required to cooperate with the shop or job stewards in settling disputes and complaints. The steward shall not be discharged for carrying out his/her duties, as long as they comply with this contract. The steward shall be retained longest on the job, other than supervision, as long as feasible. Upon relocation or lay-off of the steward, the Business Manager or Business Representative shall be notified by the Employer, or his/her representative forty-eight (48) hours in advance. Upon failure of Notification the steward will be put back to work for up to sixteen (16) hours in order to allow a Business Representative time to investigate the situation.
- D. It is requested, when practical, that the Business Representatives are to get approval of the Employer or his/her representative before entering shop for conference with the employees.
- E. When a contractor or contractor's representative wishes to hire sheet metal journeyman, apprentices, or helpers, they will do so through the referral policies established by Local Union No. 85 and/or the Local JATC.
- F. There shall be a ten (10) minute break in the a.m. and a ten (10) minute break in the p.m. at work stations, to allow employees the time to get coffee or soft drinks. There shall be an additional ten (10) minute break for every two (2) hours overtime worked. Each employee shall receive a thirty-minute unpaid lunch period approximately halfway during a scheduled workday.
- G. In all welding operations where it is necessary for any employee to wear gloves, goggles, helmets, aprons, and jackets, the Employer shall furnish them.
- H. When an employee is required to work in the rain, the Employer shall furnish rain wear.

- I. The Employer agrees to provide safety helmets (hard hats) and other adequate safety equipment that is necessary on any job or in the shop to ensure the safety of the employee. The Employer will provide protective clothing used to cover or protect employee or personal clothing such as welding gloves, sleeves, welding jackets, overshoes or rubber boots, eye protection and ear protection.

The employee will wear proper personal clothing and shoes for construction work. The use of safety shoes is encouraged in all phases of work and required if it is a job or project requirement. Where safety shoes are required, the employee will be required to pay for them. Where prescription safety glasses are required, the Employer will be responsible for providing the first pair only of these glasses, if it is a job or project requirement. Eye protection will be provided by the Employer on all other projects.

- J. It shall be the responsibility of the foreperson to see that first aid kits are provided by the employer in all shops and on all jobs.

## **SECTION 2. Union and Employer Responsibilities.**

- A. There shall be no work stoppage due to strikes, lockout, disputes, grievances or picketing. The Union agrees to take affirmative steps to prevent or halt violations of this Section. The "no strike clause" shall not prohibit any action the Union chooses to take to compel payment of contributions to the fringe funds established herein.
- B. The contractor shall have the responsibility to efficiently manage his/her portion of the job, including the supplying of sufficient tool equipment, with which to carry out the needed installation and the scheduling of an adequate number of workmen to meet job requirements and conditions. The direction of the working force, the right to hire, to plan, direct, control and schedule all operations, in cooperation with other trades and the specified requirements of the user, shall be the responsibility of the contractor, including the right to establish, eliminate, change or introduce new or improved methods, to efficiently perform all tasks.
- C. There shall be no limitations on the productivity of workmen or on full use of tools of the trade and construction equipment.
- D. Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance the work with pledge of "eight hours work for eight hours pay." Workmen shall be on the job at the designated starting time and will not leave until the designated quitting time. Loafing, excessive tardiness and unexcused absenteeism will not be tolerated. It shall be the responsibility of the contractor's supervision to refrain from scheduling overtime to employees who habitually miss regular workdays from working Saturday, Sunday, and other scheduled and unscheduled overtime.
  1. When a contractor provides transportation from a designated parking area to the jobsite, the Employer shall provide enclosed transportation to and from the jobsite. This vehicle shall be free of any materials, supplies, or equipment while transporting employees.
- E. To ensure a sufficient number of skilled craftsmen to meet the needs of the industry, the parties will continue to expand and improve their presently recognized apprenticeship and journeyman training programs.
- F. The Project Safety Rules and the Rules and Regulations of the Occupational Safety and Health Act shall apply and be abided by during the construction of a project. Each contractor and the Union shall be responsible for such rules insofar as they apply to their work.
  1. If an employee has completed the ten (10) Hour OSHA Safety Certification Course and is injured on the job and medical attention is necessary the employee will be compensated for loss time while receiving medical attention until he or she returns to work, or the remainder of that day, whichever is shorter. Also, to receive this compensation the employee must get a note from the doctor that indicates when he or she should report back to work. Those employees who have not been given the opportunity to complete the ten (10) Hour OSHA Safety Certification Course shall be compensated for loss time as stated above. The journeyman must complete the "30 Hour OSHA Safety Certification Course" by December 31, 2016. If the journeyman does not complete this course, he/she is not eligible for scheduled wage increases thereafter until such time the journeyman produces evidence that he/she has passed the course. The Employer shall not discriminate with regard to this requirement.
  2. Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, in the sheet metal industry. Such training shall be completed on the employee's time. The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local Joint Apprenticeship and Training Fund.

- G. Sufficient numbers of journeyman and apprentices will be made available for a project in order that working of overtime will be unnecessary except under extraordinary circumstances. Shift work may be utilized in order to expedite the job and meet completion schedules.
- H. It is understood that the user of construction services is concerned with the total project being completed and delivered on time without unnecessary or undue delay created by the involved contractors. Full cooperation and coordination of the efforts of all contractors, their workmen and supervisory personnel is required. The parties hereto pledge to be responsible members of the construction team regardless of their affiliation or lack of affiliation with established trade Unions or associations.
- I. The requirements of the User and General Contractor/Construction Manager with respect to security conditions, safety, substance abuse policies, maintenance or production, parking and use of vehicles and other regulations will be upheld. The contractor will inform himself of such requirements and in turn, inform his/her work force.

If the General Contractor Substance Abuse Policies requirement includes any form of testing or searches, they will be conducted as outlined in the Drugs-Alcohol and Safety & Health Policies and Programs Booklet of the Building and Construction Trades Department, (AFL-CIO). In the event the worker fails the test, he/she will not receive any compensation for the time required to take the test.

- 1. Employers have the right to conduct Random Drug Testing, Pre-Hire Drug Testing (See Addendum 3), as well as, all other items presently identified in this section and Addendum 3. Further, Georgia-SMACNA agrees that all Employers who implement random drug testing shall require that all employees of the Employer, management and labor be tested. It was agreed by the Union and Georgia-SMACNA to set up an Alcohol and Substance Abuse policy. This will be done in a series of future Joint Conference Committee meetings and will have to be fully agreed on by both parties.
- J. Separation notices will be provided in all cases of employee termination, on forms agreed to by the Employer and the Union. It will be permissible for separation notices to be sent to Local Union No. 85 electronically with a hard copy given to the employee at the time of layoff. If mutually agreed by employer and employee, it will be permissible for separation notices to be received by the employee electronically at the time of layoff. Upon failure of Employer to provide a separation notice upon termination, employee shall receive four hours show up time to obtain separation notice. An employee will only be terminated for "just cause."

**K. Substance Abuse**

- 1. The possession, distribution and use of illegal drugs, unauthorized controlled substances, alcohol and other intoxicants on the work site, company property or during working hours are prohibited and will result in disciplinary action up to and including suspension and/or termination.
- 2. Reporting to and being at work with a measurable quantity of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants are prohibited and will result in disciplinary action up to and including suspension and/or termination.
- 3. An employee may be requested to report to a facility previously approved for the joint labor/management Employee Assistance Program for a diagnostic test when there is reason to believe that the employee is under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants while on the work site, company property or during working hours or when an employee has reported to work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants.
- 4. The Employer agrees to work with the Member Assistance Program (MAP) within the Local Union. The Employer shall notify the Business Manager or his designee when any employee is referred to any Employee Assistance Program (EAP).

**SECTION 3.** Under no circumstances will there be a work stoppage or slow down as a result of a work assignment or jurisdictional dispute. Settlement of work assignment shall be as follows:

- 1. Pre-Assignment Conferences with the contractors and Business Representatives of the Union shall be held well in advance of actual work performance for the purpose of making a positive determination and assignment of work, if there is thought to be a difference of opinion. Work will be assigned on area practice, prior agreements and decisions of record.

**SECTION 4.** Parties to this Agreement shall not discriminate against any employee because of race, color, religion, gender, National Origin, or age.

**SECTION 5.** Joint Conference Committee

It is reaffirmed that the Joint Conference Committee composed of equal representation from Local Union No. 85 and Georgia-SMACNA, Inc., will meet regularly to resolve problems submitted by either side. Rules for authority of the Joint Conference Committee will be developed and ratified by both parties.

**SECTION 6.** Most Favored Nation's Clause

The Union agrees that in the event it grants a more favorable wage rate to any other Employer performing work comparable to that done by an Employer signatory to this Agreement, then that signatory Employer may adopt the favorable wage rate for such comparable work, provided, that the signatory Employer also adopts and complies with all other obligations which apply to the other Employer.

This Most Favored Nation's Clause applies only to the counties outlined in Schedule 1 and Schedule 2 of this agreement. Any contractor located in Schedule 3 that performs work, either fabrication or erection, in Schedule 1 or Schedule 2 shall pay the rate listed in Schedule 1 or Schedule 2.

**ARTICLE XIV**

**SECTION 1.** This Agreement and Addenda Numbers 1 (Wage & Fringe Schedule) and 2 attached hereto, shall become effective on the first day of July 2022 and remain in full force and effective until the 30th day of June 2025, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party, provided, however, that the contract expiration date contained in this section shall not be effective in the event proceedings under Article X, Section 8 and 9, are not completed prior to that date. In that event, this Agreement shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 and 9 have been otherwise completed.

**SECTION 2.** If, pursuant to Federal or State Law, any provision of the 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.

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

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

**SECTION 5.** By execution of the Agreement the Employer authorizes Georgia-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 dates of the Agreement.

**SECTION 6.** Acknowledgment of the Representative Status of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 85, SMART, AFL-CIO.

**ARTICLE XV**

**SECTION 1.** In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law. The Employer and/or Employer Association executing this document below has, on the basis of objective and reliable information, confirmed that a clear majority of the sheet metal workers in its employ desire representation by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 85, AFL-CIO, for purpose of collective bargaining. The Employer and/or Employer Association therefore unconditionally acknowledges and confirms that Local Union No. 85 is the exclusive bargaining representative of its sheet metal employees pursuant to Section 9 (a) of the National Labor Relations Act.

Continuation of **ARTICLE XV**

SECTION 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications of Journeyperson, Apprentices, and Helpers in the fabrication shop and field in the geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications of Journeyperson, Apprentices, and Helpers in the fabrication shop and field in the geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

# Addendum No. 1 of Standard Form of Union Agreement

## WAGE & FRINGE SCHEDULES

Effective July 1, 2022

### Schedule 1

Journeyman Wage Rate and Fringe Package for the Atlanta, North Georgia Area (See Addendum 2A for counties that make up North Georgia) for Industrial/Commercial and Shop Work.

#### 1. Journeyman Wage Schedule: Atlanta, North Georgia Area

##### A. Building Trades (Industrial/Commercial/Shop)

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Base Rate	34.44	35.11	35.77
Health & Welfare	5.74	5.79	5.84
Local Pension	6.34	6.34	6.34
National Pension	1.06	1.06	1.06
N.S.S.P. - 401 (k)	Voluntary ***	0.25	0.51
J.A.T.C.	0.65	0.65	0.65
I.T.I. & N.E.M.I.C.	0.15	0.15	0.15
Industry Fund	0.33	0.33	0.33
S.M.W.D.P.	0.82	0.83	0.84
Vacation Fund	0.50 **	0.50 **	0.50 **
Dues Check-Off	1.80 **	1.84 **	1.87 **
S.A.S.M.I.	1.43 *	1.45 *	1.47 *
S.M.O.H.I.	0.02	0.02	0.02
S.M.W.I.A.S.F	<u>0.01</u>	<u>0.01</u>	<u>0.01</u>
Total Package	50.99	51.99	52.99

\* S.A.S.M.I. = Total of Base Rate + Health & Welfare + Local Pension + National Pension x 3%

\*\* Amounts included in Base Rate deducted after taxes.

\*\*\* Amount to be deducted from Base Rate before taxes per individual Employee's request

Mileage Current I.R.S. Rate per mile ( See Article VII, Section 1, A )

Daily parking rate \$12.00 ( See Article VII, Section 2, D )

##### Schedule 1 Apprentice Wage:

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
1st Year	50%	17.22	17.56	17.89
2nd Year	60%	20.66	21.07	21.46
3rd Year	70%	24.11	24.58	25.04
4th Year	80%	27.55	28.09	28.62

The fringe package for all of the above apprentice categories is identical to the Journeyman Fringe Package except for the following:  
See Schedule 4 for Dues Check-off. Also, First and Second Year Apprentices will have Vacation deductions of \$0.25 cents per hour.

Third and Fourth Year Apprentices will have Vacation deductions of \$0.50 cents per hour.

Local Pension contributions for apprentices and helpers after two years shall be as follows:

\$ 2.49 per hour, for each hour worked

National Pension & NSSP contributions for apprentices will be paid on a graduated scale percentage equal to the apprentice pay period.

##### Schedule 1 Helper Wage:

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
	40%	13.78	14.04	14.31

Starting Pay Effective 7/1/2019 - 40% of Building Trades Journeyman Wage. See Schedule 4 for Dues Check-off. Employer shall pay the journeyman hourly rate of Health and Welfare. National Pension & NSSP contributions shall be paid on a graduated scale percentage equal to the helper's wages. Accrued SMWDP will be paid per Article VI Section 2. A helper that has worked two years shall receive the apprentice Local Pension contribution (\$2.49). A helper that has worked five years shall receive the apprentice Local Pension contribution (\$2.49) and shall receive a NSSP contribution of (\$3.85) to be paid by the employer. No other fringes will be paid.



**Schedule 2**

Journeyman Wage Rate and Fringe Package for the South Georgia - Macon and Columbus Areas (See Addendum 2A for counties that make up South Georgia) for Industrial/Commercial and Shop Work.

**2. Journeyman Wage Schedule: South Georgia - Macon & Columbus, East Alabama-Barbour, Lee & Russell Counties**

**A. Building Trades (Industrial/Commercial/Shop)**

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Base Rate		33.93	34.58	35.24
Health & Welfare		5.74	5.79	5.84
Local Pension		6.34	6.34	6.34
National Pension		1.60	1.60	1.60
N.S.S.P. - 401 (k)	Voluntary ***		0.25	0.51
J.A.T.C.		0.65	0.65	0.65
I.T.I. & N.E.M.I.C.		0.15	0.15	0.15
Industry Fund		0.33	0.33	0.33
S.M.W.D.P.		0.80	0.82	0.83
Vacation Fund		0.50 **	0.50 **	0.50 **
Dues Check-Off		1.80 **	1.84 **	1.87 **
S.A.S.M.I.		1.43 *	1.45 *	1.47 *
S.M.O.H.I.		0.02	0.02	0.02
S.M.W.I.A.S.F		0.01	0.01	0.01
Total Package		51.00	51.99	52.99

\* S.A.S.M.I. = Total of Base Rate + Health & Welfare + Local Pension + National Pension x 3%

\*\* Amounts included in Base Rate deducted after taxes.

\*\*\*Amount to be deducted from Base Rate before taxes per individual Employee's request

Mileage Current I.R.S. Rate per mile ( See Article VII, Section 1, A )

Daily parking rate \$12.00 ( See Article VII, Section 2, D )

**Schedule 2 Apprentice Wage:**

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
1st Year	50%	16.97	17.29	17.62
2nd Year	60%	20.36	20.75	21.14
3rd Year	70%	23.75	24.21	24.67
4th Year	80%	27.14	27.66	28.19

The fringe package for all of the above apprentice categories is identical to the Journeyman Fringe Package except for the following: See Schedule 4 for Dues Check-off. Also, First and Second Year Apprentices will have Vacation deductions of \$0.25 cents per hour. Third and Fourth Year Apprentices will have Vacation deductions of \$0.50 cents per hour.

Local Pension contributions for apprentices and helpers after two years shall be as follows:

\$ 2.49 per hour, for each hour worked

National Pension & NSSP contributions for apprentices will be paid on a graduated scale percentage equal to the apprentice pay period.

**Schedule 2 Helper Wage:**

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
40%		13.57	13.83	14.10

Starting Pay Effective 7/1/2019 - 40% of Building Trades Journeyman Wage. See Schedule 4 for Dues Check-off. Employer shall pay the journeyman hourly rate of Health and Welfare. National Pension & NSSP contributions shall be paid on a graduated scale percentage equal to the helper's wages. Accrued SMWDP will be paid per Article VI Section 2. A helper that has worked two years shall receive the apprentice Local Pension contribution (\$2.49). A helper that has worked five years shall receive the apprentice Local Pension contribution (\$2.49) and shall receive a NSSP contribution of (\$3.85) to be paid by the employer. No other fringes will be paid.

**Schedule 3**

Journeyman Wage Rate and Fringe Package for the Southeast (Savannah) and South Central (Augusta) Georgia - Areas (see addendum 2A for counties that make up Southeast/South Central Georgia)

**3. Journeyman Wage Schedule: Southeast/South Central Georgia - Savannah & Augusta**

**A. Building Trades (Industrial/Shop & Field)**

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Base Rate		32.52	33.02	33.61
Health & Welfare		5.74	5.79	5.84
National Pension		6.18	6.18	6.18
N.S.S.P. - 401 (k)	Voluntary ***		0.25 ***	0.51 ***
J.A.T.C.		0.65	0.65	0.65
I.T.I. & N.E.M.I.C.		0.15	0.15	0.15
Industry Fund		0.33	0.33	0.33
S.M.W.D.P.		0.77	0.78	0.79
Vacation Fund		0.50 **	0.50 **	0.50 **
Dues Check-Off		1.80 **	1.84 **	1.87 **
S.A.S.M.I.		1.33 *	1.35 *	1.37 *
S.M.O.H.I.		0.02	0.02	0.02
S.M.W.I.A.S.F		<u>0.01</u>	<u>0.01</u>	<u>0.01</u>
Total Package		47.70	48.53	49.46

\* S.A.S.M.I. = Total of Base Rate + Health & Welfare + Local Pension + National Pension x 3%

\*\* Amounts included in Base Rate deducted after taxes.

\*\*\* Amount to be deducted from Base Rate before taxes per individual Employee's request

Mileage Current I.R.S. Rate per mile ( See Article VII, Section 1, A )

Daily parking rate \$12.00 ( See Article VII, Section 2, D )

**Schedule 3 Apprentice Wage:**

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
1st Year	50%	16.26	16.51	16.81
2nd Year	60%	19.51	19.81	20.17
3rd Year	70%	22.76	23.11	23.53
4th Year	80%	26.02	26.42	26.89

The fringe package for all of the above apprentice categories is identical to the Journeyman Fringe Package except for the following:

See Schedule 4 for Dues Check-off. Also, First and Second Year Apprentices will have Vacation deductions of \$0.25 cents per hour.

Third and Fourth Year Apprentices will have Vacation deductions of \$0.50 cents per hour.

National Pension & NSSP contributions for apprentices will be paid on a graduated scale percentage equal to the apprentice pay period.

**Schedule 3 Helper Wage:**

	Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
	40%	13.01	13.21	13.44

Starting Pay Effective 7/1/2019 - 40% of Building Trades Journeyman Wage. See Schedule 4 for Dues Check-off. Employer shall pay the journeyman hourly rate of Health and Welfare. National Pension & NSSP contributions shall be paid on a graduated scale percentage equal to the helper's wages. Accrued SMWDP will be paid per Article VI Section 2. A helper that has worked five years shall receive the Schedule 3 journeyman National Pension contribution. No other fringes will be paid.

Journeyman Wage Rate and Fringe Package for the Southeast (Savannah) and South Central (Augusta) Georgia Areas  
 (see addendum 2A for counties that make up Southeast/South Central Georgia)

**3. Journeyman Wage Schedule: Southeast/South Central Georgia - Savannah & Augusta Areas**

**B. Building Trades (Commercial/Shop & Field)**

Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Base Rate	29.20	29.62	30.15
Health & Welfare	5.74	5.79	5.84
National Pension	6.18	6.18	6.18
N.S.S.P. - 401 (k)	Voluntary ***	0.25 ***	0.51 ***
J.A.T.C.	0.65	0.65	0.65
I.T.I. & N.E.M.I.C.	0.15	0.15	0.15
Industry Fund	0.33	0.33	0.33
S.M.W.D.P.	0.69	0.70	0.71
Vacation Fund	0.50 **	0.50 **	0.50 **
Dues Check-Off	1.80 **	1.84 **	1.87 **
S.A.S.M.I.	1.23 *	1.25 *	1.27 *
S.M.O.H.I.	0.02	0.02	0.02
S.M.W.I.A.S.F	<u>0.01</u>	<u>0.01</u>	<u>0.01</u>
Total Package	44.20	44.95	45.82

\* S.A.S.M.I. = Total of Base Rate + Health & Welfare + Local Pension + National Pension x 3%

\*\* Amounts included in Base Rate deducted after taxes.

\*\*\*Amount to be deducted from Base Rate before taxes per individual Employee's request

Mileage Current I.R.S. Rate per mile ( See Article VII, Section 1, A )

Daily parking rate \$12.00 ( See Article VII, Section 2, D )

(See Apprentice and Helper wages on Schedule 3 of previous page)

**Schedule 4**

\*Note: Assessment Check-off subject to change upon notice from Local Union.

**Journeyman, Apprentice & Helper Dues Check-off Schedule**

Effective	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Journeyman	1.80	1.84	1.87
1st Year	1.04	1.06	1.08
2nd Year	1.19	1.22	1.23
3rd Year	1.34	1.37	1.39
4th Year	1.49	1.53	1.55
Helper	0.88	0.90	0.92

In witness whereof, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Georgia SMACNA Inc.  
Contractor Name of Association

Sheet Metal, Air, Rail and Transportation Workers  
Local Union No. 85

By: \_\_\_\_\_ By: \_\_\_\_\_

Representative Signature

Representative Signature

**ADDENDUM No. 2 TO STANDARD FORM OF UNION AGREEMENT  
EFFECTIVE JULY 1, 2022**

**SCHEDULE 1.** North Georgia, Atlanta Area and the following counties:

Banks	Dawson	Gordon	Lumpkin	Rabun
Barrow	Dekalb	Greene	Madison	Rockdale
Bartow	Douglas	Gwinnett	Morgan	Spalding
Butts	Elbert	Habersham	Murray	Stephens
Carroll	Fannin	Hall	Newton	Towns
Chattooga	Fayette	Haralson	Oconee	Union
Cherokee	Floyd	Hart	Oglethorpe	Walton
Clarke	Forsyth	Heard	Paulding	White
Clayton	Franklin	Henry	Pickens	Whitfield
Cobb	Fulton	Jackson	Polk	
Coweta	Gilmer	Jasper	Putnam	

**SCHEDULE 2.** South Georgia, Macon & Columbus Area and the following counties including Barbour, Lee, and Russell counties in East Alabama:

Baker	Decatur	Macon	Randolph	Turner
Baldwin	Dodge	Marion	Schley	Twiggs
Bibb	Dooly	Meriwether	Stewart	Upson
Bleckley	Dougherty	Mitchell	Sumter	Webster
Brooks	Grady	Monroe	Talbot	Wilcox
Calhoun	Harris	Muscogee	Taylor	Wilkinson
Chattahoochee	Houston	Peach	Terrell	Worth
Colquitt	Jones	Pike	Thomas	
Crawford	Lamar	Pulaski	Tift	
Crisp	Lee	Quitman	Troup	

**SCHEDULE 3:** Southeast and South Central Georgia, Augusta & Savannah Area and the following counties:

Appling	Clinch	Jeff Davis	Montgomery	Wayne
Atkinson	Coffee	Jefferson	Pierce	Wheeler
Bacon	Columbia	Jenkins	Richmond	Wilkes
Ben Hill	Cook	Johnson	Screven	
Berrien	Echols	Lanier	Tattnall	
Brantley	Effingham	Laurens	Telfair	
Bryan	Emanuel	Liberty	Taliaferro	
Bullock	Evans	Lincoln	Toombs	
Burke	Glasscock	Long	Treutlen	
Candler	Glynn	Lowndes	Ware	
Charlton	Hancock	McDuffie	Washington	
Chatham	Irwin	McIntosh	Warren	

**ADDENDUM No. 3 TO STANDARD FORM OF UNION AGREEMENT**  
**SMART Local Union No. 85 & Georgia-SMACNA, Inc.**  
**Joint**  
**Policy on Alcohol and Substance Abuse**

Article XIII, Section 2, Sub - Section I, of the 2000 Standard Form of Union Agreement agreed to by Georgia-SMACNA, Inc. and SMART Local Union No. 85, provides for the establishment of a Joint Alcohol and Substance Abuse Policy. This policy, in addition to all existing language found in the SFUA, provides for Pre-Hire Drug Testing, Random Drug Testing and Testing for Cause, as agreed to by both parties of the SFUA 2000.

**OBJECTIVE**

Georgia-SMACNA, Inc. and the Sheet Metal, Air, Rail and Transportation Workers Local Union No. 85 have a strong commitment to provide a safe workplace and to establish policies promoting high standards of employee health and safety. In keeping with this commitment, it is the Employer's and the Union's intent to maintain a drug/alcohol-free workplace.

**EMPLOYEE PARTICIPATION**

Failure to submit to any drug/alcohol testing required pursuant to by this policy, including failure to report in a timely manner to a collection site, sign any required consent forms, or otherwise cooperate in the collection of any urine specimen, will likewise constitute a violation of this policy.

All personnel employed under the terms of this agreement will participate in drug testing as described below.

**PRE-HIRE AND RANDOM TESTING**

Employers requiring pre-employment and/or random drug testing, as a condition of employment, shall abide by the following rules governing all forms of testing as agreed to by SMART Local Union No. 85 and Georgia-SMACNA, Inc.:

When an employee is referred to the Employer who requires pre-hire drug testing, the employee will report to the nearest jointly approved drug testing laboratory. In the event of a pre-hire test where the employee fails the drug test, the employee will return to the Union hall and no wages or fringes will be paid.

Where random drug testing is required the employee will fully comply with the language under "EMPLOYEE PARTICIPATION" (see above). In the case where an employee tests positive, as a result of the random test, the employee will be subject to disciplinary action up to and including suspension and/or termination. All wages and fringes will cease if terminated or suspended.

When the Employer receives a confirmation of the negative drug test, the employee will report as directed by the Employer, to the work site and commence working. The Employer agrees that when the drug test is negative the employee shall be paid all wages and fringes identified in the current collective bargaining agreement commencing with the normal start of work day for that company.

The Employer shall pay the cost of initial drug test. The employee will report to the Employer's work site within one (1) hour of receiving a negative test from the testing laboratory, provided the work site is within a reasonable distance.

In the event of an employee taking a pre-hire or random drug test, the employee shall sign a waiver authorizing the testing facility to release results of all drug tests in sealed envelopes directly to the designated Employer's representative and also the Employer shall forward the results to the Business Manager or his designated representative of Local Union No. 85. The employee will not be referred by the Union to another Employer until such time that the employee presents a negative drug test from the original testing center. The employee shall pay the cost of this test.

Continuation of **ADDENDUM No. 3**

**SUBSTANCE LEVELS**

The following initial and confirmation levels shall be used to determine whether a specimen is positive for the following substances:

<b>TEST NAME</b>	<b>RESULTS</b>	<b>INITIAL TEST LEVEL</b>	<b>CONFIRM TEST LEVEL</b>
Amphetamine	Negative	1000 ng/mi	500 ng/mi
Cocaine Metabolites	Negative	300 ng/mi	150 ng/mi
Opiate Metabolites	Negative	2000 ng/mi	2000 ng/mi
Phencyclidine (PCP)	Negative	25 ng/mi	25 ng/mi
Marijuana (THC)- Metabolites	Negative	50 ng/mi	15 ng/mi
Barbiturates	Negative	300 ng/mi	150 ng/mi
Benzodiazepines	Negative	300 ng/mi	300 ng/mi
Propoxyphene	Negative	300 ng/mi	150 ng/mi
Methadone	Negative	300 ng/mi	150 ng/mi
Methaqualone	Negative	300 ng/mi	150 ng/mi

**FREQUENCY OF TESTING**

No employee will be required to submit to a pre-hire test if he/she submits proof that he/she has been tested under this policy within sixty (60) days of being hired. The Employer, upon request shall provide the employee with a copy of the employee’s most recent drug test. However, in the event where the user, (Owner/General Contractor) requires a more recent drug test the employee will submit to the test.

**EMPLOYEE RIGHT TO CONTEST RESULTS PRE-HIRE**

Any employee found in violation of this policy, by virtue of a positive drug test, will have the right to contest the results of the test by requesting that a re-test be conducted on the original sample at the employee’s expense. The original sample is to be held for at least five (5) days from date of test. The request is to be submitted to the Employer immediately in writing, together with funds to pay for the re-test. If the re-test is a result of the employee’s contest of the original test and it proves negative, the employee shall be reimbursed for the cost of the re-test. The Employer will make every effort to put the applicant to work.

**RANDOM AND FOR CAUSE**

All of the Pre-Hire language above is applicable and the Employer shall put the employee back to work with all lost time paid if the test comes back negative.

**SUBSTANCE ABUSE ASSISTANCE**

Any employee covered by the collective bargaining agreement who tests positive for a second time for substances enumerated herein is required to avail themselves of the substance abuse assistance programs funded and approved by the Sheet Metal Workers Local Union No. 85 Health Fund. At such time that the authorized rehabilitation center determines that employee is eligible for re-employment, the employee will be eligible for re-employment. The expense for all employee-elected re-testing will be borne by the employee. A negative re-test result will render the employee eligible for employment under this policy.

**RANDOM AND FOR CAUSE DRUG TESTING**

If the Employer chooses to implement random testing, the Employer will submit their company’s plan for random testing to Local Union No. 85. After receiving approval, in writing, the Employer may proceed with random testing. All employees will fully comply with the language under “EMPLOYEE PARTICIPATION” (see above) for random and for cause testing. In the event of the following results for random and for cause testing each of the three categories will be handled as follows:

Continuation of **ADDENDUM No. 3**

**NEGATIVE RESULTS**

The Employer agrees that when the drug test is negative the employee shall be put back to work with all lost time paid.

**NON-NEGATIVE RESULTS**

The Employer may, at its option, suspend the employee or allow the employee to continue working until a decisive test result is determined either by a Medical Review Officer (MRO) or a new test if directed by the MRO. If the MRO or a new test directed by the MRO yields a negative test result, a suspended employee will be made whole for all lost time and benefits and returned to work.

**POSITIVE RESULTS**

In the case where an employee tests positive, the employee will be subject to disciplinary action up to and including suspension and/or termination. All wages and fringes will cease if terminated or suspended. The employee will not be referred by the Union to another Employer until such time that the employee presents a negative drug test from the original testing center. The employee shall pay the cost of the test.

**MEMBER ASSISTANCE PROGRAM (MAP)**

The Employer agrees to work with the Member Assistance Program (MAP) within the Local Union. The Employer shall notify the Business Manager or his designee when any employee is referred to any Employee Assistance Program (EAP).

**National Suicide Prevention Lifeline**

**1-800-273-8255**

**[www.suicidepreventionlifeline.org](http://www.suicidepreventionlifeline.org)**

**SAMHSA's National Helpline**

**Substance Abuse and Mental Health Services Administration**

**1-800-662-HELP (4357)**



Neither SMART, nor SMACNA, Inc. has acted as the bargaining representative of either party to this collective bargaining agreement. Furthermore, neither SMART nor SMACNA, Inc. shall be deemed to be a party to this collective bargaining agreement.

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

Georgia - SMACNA, Inc.

Local Union No. 85 of the International Association of Sheet Metal, Air, Rail and Transportation Workers

*Ginger D. Slaick*  
Ginger D. Slaick  
Executive Vice President

*Stephen Langley*  
Stephen Langley  
Business Manager  
Financial Secretary Treasurer

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

\_\_\_\_\_  
Contractor Name or Association

Local Union No. 85 of the International Association of Sheet Metal, Air, Rail and Transportation Workers

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Representative Signature

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## NOTES

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