

AGREEMENT BETWEEN

**GULF STATES CHAPTER,
SHEET METAL AND AIR CONDITIONING CONTRACTORS'
NATIONAL ASSOCIATION**

AND

**SHEET METAL AIR RAIL and TRANSPORTATION (SMART)
LOCAL UNION No. 441**

June 21, 2023 through June 20, 2026
(Three-Year Agreement)

This Agreement entered into by and between the Gulf States Chapter, Sheet Metal and Air Conditioning Contractors' National Association, hereinafter referred to as the (Employer) and Sheet Metal Air Rail and Transportation Local Union No. 441 of Mobile, Alabama, hereinafter referred to as the (Union) with jurisdiction inclusive of Mobile, Baldwin, Coffee, Covington, Butler, Clarke, Dale, Escambia, Geneva, Crenshaw, Conecuh, Monroe, Pike, Wilcox, Henry, Washington, and Houston Counties, Alabama; Jackson, Greene, George, and Wayne Counties, Mississippi (Harrison, Hancock, and Pearl River, Forrest, Lamar, Perry, and Stone-shared territory in Mississippi); Bay, Calhoun, Escambia, Franklin, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, and Washington Counties, Florida; Clay, Early, Miller, and Seminole Counties, Georgia.

ARTICLE 1

SECTION 1. This agreement covers the rates of pay, rules, and working conditions of all employees of the Employer engaged in but not limited to:

- (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all air conveyor systems, metal roofing, 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) preparation of all shop and field sketches used in fabrication and erection including those taken from original architectural and engineering drawings or sketches; and
- (e) all other work in the jurisdictional claims of Sheet Metal Air Rail and Transportation Local Union No. 441 of Mobile, Alabama.

SECTION 2. All work inside the gates of a manufacturing plant shall be performed at the maintenance rate with exception of work in the administration building, engineering buildings, and laboratory buildings. All hood welded duct work shall be considered industrial and such work performed shall be compensated at the maintenance rate. All work in fabrication shops on the above-described work will be performed at the same rate as the applicable field work. All welding that requires certification is to be paid at the maintenance rate when a written certification is provided by the employee.

SECTION 3. Fifty dollars (\$50.00) per day per diem shall be paid to workers required to report to jobs east of a north-south line intersecting at the point where I-10 and US 331 converge in the State of Florida.

SECTION 4. The Union will develop and maintain a comprehensive training program that deals with servicing and maintaining HVAC equipment.

SECTION 5. The Employers that are signatory to this Agreement will give consideration to the available workers that shall be provided by the Sheet Metal Workers Service Training Program. In addition, the Employer agrees to actively pursue job opportunities in the HVAC service areas of our Industry.

SECTION 6. The workers who shall be employed in this type of work shall be compensated at the same rate of pay and shall be provided with the same level of benefits as the regular commercial journeyman as outlined in this agreement.

SECTION 7. It shall be permissible to use apprentices to perform service work as long as they are under the supervision of a journeyman.

ARTICLE 2

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

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

ARTICLE 3

The Employer agrees that none, but journeyman and apprentice sheet metal workers shall be employed on any work described in Article 1 of this Agreement.

ARTICLE 4

SECTION 1. The Union agrees to furnish to the Employer journeyman sheet metal workers and registered apprentices in sufficient numbers as may be necessary to properly execute work contracted for by the Employer.

SECTION 2. The Union shall select and refer applicants for employment without discrimination against such applicants by reason or in any way affected by race, color, religion, national origin, age, union membership, bylaws, regulations, constitutional provisions or any other aspect or obligation of union membership, policies, or requirements.

SECTION 3. The Employer shall have the right to reject any applicant for employment.

SECTION 4. Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Article 4 in places where notices to employees and applicants for employment are customarily posted.

SECTION 5. In applying the terms of this Agreement, and in fulfilling their obligations hereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

ARTICLE 5

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

SECTION 2. If during the term of this agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article 5.

SECTION 3. The provisions of this Article 5 shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making or enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article 5 shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4. The Employer and the Union agree to abide by all applicable Federal Laws concerning the Americans with Disabilities Act.

ARTICLE 6

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and six (6) p.m., with no more than thirty (30) minutes for lunch. All employees working at the same jobsite shall begin work at the same starting time unless mutually agreed otherwise between the Union and the Employer.

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 hours shall be recognized as regular working hours and paid for at the regular hourly rates. Once the working hours for the regular day shift have been established, it shall require forty-eight (48) hours notice to the employees and the Union for change.

SECTION 2. Work performed outside the regularly scheduled workday including Saturday shall be compensated at one and one half (1½) times the regular straight time rate of pay. Work performed on Sundays and holidays as listed in this Article 6, Section 4, shall be compensated at the rate of double (2) times the regular straight time rate of pay. During any payroll period any employee given the opportunity to work forty (40) hours during the week, Monday through Friday, shall be required to work the full forty (40) hours in order to receive any overtime pay earned during the week. If an employee, due to no fault of his own, does not have the opportunity to fulfill his straight time obligation, said employee shall receive the overtime pay. For any employee who does not fulfill this obligation, any overtime that is worked, Monday through Friday, shall be converted to the straight time rate of pay. This forty (40) hour provision shall apply only when a specific job or project is "scheduled" to have overtime work included as a part and condition of enabling the job or project to be completed in a timely manner. In such case, the term "scheduled" means a job or project as determined by the Employer to require that overtime be scheduled in order to complete the job or project on time and within budget.

SECTION 2(a) Any employee, having completed his shift and left the job site, shall not be called back to work, at the straight time rate of pay unless the employee has had at least six (6) hours off. Appropriate overtime shall apply if called back to work within the six (6) hour period.

Any hour worked past twelve (12) hours shall be paid at two (2) times the hourly rate.

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

SECTION 3. On work performed in the field and when a second shift or night shift is required Monday through Friday, the employees shall work eight (8) hours and shall receive eight (8) hours pay, plus a ten percent (10%) premium. When a third shift or night shift is required, Monday through Friday, the employees shall work eight (8) hours and shall receive eight (8) hours pay, plus a ten percent (10%) premium. Starting time for the second shift shall be at the completion of the regularly scheduled first shift. Starting time for the third shift shall be at the completion of the regular scheduled second shift.

On shift work performed in the shop, Monday through Friday, the employees shall work seven and one-half (7½) hours for eight (8) hours pay. When a third shift is required, Monday through Friday, the employees shall work seven (7) hours and receive eight (8) hours pay. When there is a night shift or second or third shift performing work in the shop, both the shop and the field employees shall work eight (8) hours and shall receive eight (8) hours pay, plus a ten percent (10%) premium, even if there is no field work.

The third shift work provision contained in this section shall not be applicable on jobs of less than five (5) days duration.

The shift day will be a twenty-four (24) hour period beginning at starting time of the day shift, and terminating the following day at starting time of the day shift.

The forty-eight (48) hour period, constituting Saturday and Sunday, shall begin with the beginning of the first shift on Saturday morning, (approximately 7:00 a.m.) and shall end at the end of the third shift, (approximately 7:00 a.m.) Monday morning.

SECTION 4. New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day or days locally observed as such, shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular hourly wage rate.

SECTION 5. When one of the above observed holidays falls on Saturday or Sunday, it is hereby agreed that the Friday prior to the Saturday holiday be observed as the holiday. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. All work performed on the above observed holidays, shall be paid at two (2) times the regular hourly wage rate.

SECTION 6. It is agreed that all work performed outside the regular working hours during the regular work week, Saturdays and on holidays, shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible. The steward will be given the opportunity to work overtime if that employee is capable of performing the work available. The steward will notify the Union of such overtime work.

SECTION 7. When mutually agreed by the Union and Employer, jobs may be scheduled on a basis of four ten-hour workdays (4-10's). Employers desiring to utilize this provision must provide the employees and the Union with notice prior to invoking this schedule.

When the four ten-hour workday (4-10) is in effect, the following provisions will become effective as well:

- (a) a regular workday shall consist of ten (10) hours between the hours of 6:00 a.m. and 6:00 p.m. starting, meal, and quitting times to be determined by the Employer;
- (b) four (4) ten-hour (10) days Monday through Thursday shall constitute a work week under this provision. The Employers may utilize Friday only to make up weather related lost time. Employers must provide employees with the opportunity to a full ten (10) hours on such day, weather permitting work, unless discharged to work not being available. No employees will be reprimanded for refusing to work on a make-up day.
- (c) employees shall be paid at the applicable overtime rate of pay for all work performed in excess of ten (10) hours, anyone (1) workday Monday through Friday.
- (d) when employees are working the four (4) ten-hour (10) work week, they will be paid by check in the shop or on the job at quitting time each Thursday.

ARTICLE 7

SECTION 1. When employed in a shop or on a job within the jurisdiction of Sheet Metal Air Rail and Transportation Local Union No. 441, employees shall be governed by

the regular working hours specified herein and shall provide for themselves transportation 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.

ARTICLE 8

SECTION 1. The minimum rate of wages for journeyperson 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 are specified below except as hereinafter specified in Section 3 of this Article 8:

**SHEET METAL – LOCAL UNION 441
WAGE RATES**

Contract Period – 6/21/2023 through 6/20/2026

INDUSTRIAL RATES

FIRST PAYROLL PERIOD FOLLOWING:	7/1/23	7/1/24	7/1/25
JOURNEYPERSON	31.45	33.45	35.45
FOREPERSON (+10%)	34.60	36.80	39.00
GENERAL FOREPERSON (+15%)	36.17	38.47	40.78
APPRENTICES			
1 st YEAR – 60%	18.87	20.07	21.27
2 nd YEAR – 70%	22.02	23.42	24.82
3 rd YEAR – 80%	25.16	26.76	28.36
4 th YEAR – 90%	28.31	30.11	31.91
5 th YEAR – Journeyman 100%	31.45	33.45	35.45

SHOP / INDUSTRIAL / MAINTENANCE RATES

FIRST PAYROLL PERIOD FOLLOWING:	7/1/23	7/1/24	7/1/25
JOURNEYPERSON	29.22	31.22	33.22
FOREPERSON (+10%)	32.14	34.34	36.54
GENERAL FOREPERSON (+15%)	33.60	35.90	38.20
APPRENTICES			
1 st YEAR – 60%	17.53	18.73	19.93
2 nd YEAR – 70%	20.45	21.85	23.54
3 rd YEAR – 80%	23.78	24.98	26.58
4 th YEAR – 90%	26.30	28.10	29.90
5 th YEAR – Journeyman 100%	29.22	31.22	33.22

HEAVY COMMERCIAL / SHOP / MAINTENANCE RATES

FIRST PAYROLL PERIOD FOLLOWING:	<u>7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>
JOURNEYPERSON	27.22	29.22	31.22
FOREPERSON (+10%)	29.94	32.14	34.34
GENERAL FOREPERSON (+15%)	31.30	33.60	35.90
APPRENTICES			
1 st YEAR - 60%	16.33	17.53	18.73
2 nd YEAR - 70%	19.05	20.45	21.85
3 rd YEAR - 80%	21.78	23.38	24.98
4 th YEAR - 90%	24.50	26.30	28.10
5 th YEAR - Journeyman 100%	27.22	29.22	31.22

COMMERCIAL RATES

FIRST PAYROLL PERIOD FOLLOWING:	<u>7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>
JOURNEYPERSON	25.22	27.22	29.22
FOREPERSON (+10%)	27.74	29.94	32.14
GENERAL FOREPERSON (+15%)	29.00	31.30	33.60
APPRENTICES			
1 st YEAR - 60%	15.13	16.33	17.53
2 nd YEAR - 70%	17.65	19.05	20.45
3 rd YEAR - 80%	20.18	21.78	23.38
4 th YEAR - 90%	22.70	24.50	26.30
5 th YEAR - Journeyman 100%	25.22	27.22	29.22

MAINTENANCE WORK WILL BE PERFORMED AT 90% OF INDUSTRIAL RATE

SECTION 2. Any monetary increases or decreases in wages or benefits shall become effective the first payroll period following the effective date stated in this document.

SECTION 3. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeyman sheet metal workers and/or apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other local union affiliated with Sheet Metal Air Rail and

Transportation International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite union shall be paid to the journeyman employed on such work in the home shop or sent to the jobsite.

SECTION 4. Except as provided in Section 3 and Section 5 of this Article 8, 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 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another agreement with another union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. 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 8 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 Sheet Metal Air Rail and Transportation International Association covering that area, then the minimum conditions of the home union shall apply.

SECTION 6. In applying the provision of Sections 3, 4, and 5 of this Article 8, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rates provided in said Sections. Any walk-in business or specialty work shall be performed and compensated at the maintenance rate of pay.

SECTION 7. Wages at the established rates specified herein shall be paid by check in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days pay will be withheld. However, employees, when discharged, shall be paid in full.

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

SECTION 10. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement.

SECTION 11. The provisions of Section 3 of this Article 8, Section 2 of Article 2 shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

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

SECTION 12. The provisions of Section 3 of this Article 8 shall not be applicable to Air Pollution Control Systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 3 of this Article 8 will be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

SECTION 13. INDUSTRY FUNDS:

- (a) Contributions provided to the Industry Funds will be used to promote programs of industry education, training, negotiation, administration of collective bargaining agreement, research, and such programs serving to

expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments shall be used for any other purpose except as expressly specified above.

- (b) The Employer shall pay the Sheet Metal Industry Fund of Mobile, Inc. (SMIF) contributions which will include the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) an amount per hour for each hour worked by the journeyman and apprentice as follows:

Current Rate	\$0.22 per hour
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Payment shall be made on or before the 20th day of the succeeding month by check made payable to the **Sheet Metal Industry Fund (SMIF)**.

- (c) SMIF shall furnish to the Business Manager of the Union, not less often than annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the SMIF shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to SMIF activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.
- (d) Grievances concerning use of SMIF monies to which an Employer shall contribute for purposes prohibited under Section 13(a) of this Article 8 or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement.

SECTION 14. The Union and Employer recognize that the contributions provided in Section 13(b) of this Article 8 support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may

be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Section 13(b) of this Article 8 shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by and between the Gulf States Chapter, Sheet Metal and Air Conditioning Contractors' National Association and Sheet Metal Air Rail and Transportation Local Union No. 441 of Mobile, Alabama.

ARTICLE 9

SECTION 1. Journeyperson and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools including all hand tools listed below:

Tool Box, Tray or Bag	2 Pair Vice Grip Pliers
1 Pair Vice Grip Claims	1 Sheet Metal Hammer
Screw Driver Set	Center Punch
M1 And M2 Aviation Snips	Tri-Square
Dividers (8" & 12")	Bull Snips
Scratch Awl	Drift Pin
Wrench Set (3/8" thru 5/8" Open End)	16 Ft. to 25 Ft Tape Measure
Crescent Wrench (8" & 12")	

SECTION 2. Employer shall furnish all additional tools, equipment and materials required to complete work.

SECTION 3. When employed on erection job or construction project site and employee's hand tools are stored in the Employer's gang box or a storage facility provided for such purposes and the employee's tools are stolen, the Employer agrees to pay 50% of the cost of tools lost. However, the Employer shall not be required to pay in excess of four-hundred dollars (\$400.00) for each tool loss occurrence. Tool loss payment shall be confined to the hand tool list approved by the Joint Journeyperson and Apprentice Training Committee.

SECTION 4. Journeyperson, apprentice, and pre-apprentice 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 material 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.

ARTICLE 10

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement shall be made within seven (7) days after occurrence of same and shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the Association present to act as representative.

SECTION 2. Grievances not settled as provided in Section 1 of this Article 10 may be appealed by either party to the Local Joint Adjustment Board in the area in which the work is performed and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than seven (7) calendar days following the request for its' services, unless the time is extended by mutual agreement for the parties, to render a final and binding determination. The Board shall consist of an equal number of representatives of the Union and the Local Employers' Association and both sides shall cast an equal number of votes at each meeting. The Employers' Association on its' own initiative, may submit grievance for determination by the Board as provided in this Section.

Notice of appeal to the Local Joint Adjustment Board shall be given within five (5) calendar days after termination of the procedures prescribed in Section 1 of this Article 10, unless the time is extended by a mutual agreement of the parties.

SECTION 3. The Local Joint Adjustment Board is empowered to render such decisions and grant such relief to either party as it deems necessary and proper, including awards of damages or other compensation.

SECTION 4. Failure to settle grievances under the procedure outlined herein because of deadlock or failure of the Local Joint Adjustment Board to act shall be valid reason and cause to give either party the right to refer to arbitration any grievance, difference, or dispute which is the subject of the grievance procedure. The party choosing to arbitrate shall give written notice to the other party within five (5) calendar days after termination of the procedures described in Section 2 of this Article 10 and the party shall also simultaneously request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Upon receiving the list of available arbitrators, the Employer and the Union shall, within forty-eight (48) hours, meet and each strike alternately until one name remains which shall be the arbitrator.

The arbitrator shall make every effort to hear the case as promptly as possible and a decision shall be rendered within fifteen (15) days after a hearing on appeal is held. The decision of the arbitrator is final and binding.

All cases shall be presented to the arbitrator in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof.

The arbitrator shall have no authority to add to, subtract from, modify, or amend any provisions of this Agreement.

Both parties shall share equally the cost of the arbitrator.

SECTION 5. Nothing contained in this Article 10 shall apply to any controversy or dispute arising out of any notice of re-opening of this Agreement as provided in Article 26 thereof.

ARTICLE 11

SECTION 1. Agreements, national in scope, between Sheet Metal Air Rail and Transportation International Association and other International Unions, covering work jurisdiction and assignment, allocation, and division of work among employees

represented for the purpose of collective bargaining by such labor organizations shall be respected and applied by the Employer.

ARTICLE 12

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice Committee composed of six (6) members, three (3) of whom shall be selected by the Employer and three (3) by the Union. Said Joint Apprentice 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 and working conditions of duly qualified apprentices, and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.

SECTION 2. The Joint Apprentice Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprentice 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 Apprentice Committee.

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Fund and the Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeyman 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 Fund and a Local JATC. Therefore, the trustees of the International Training Fund and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training

within the union sector of the Industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Fund 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 Training Fund materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one apprentice for each journeyman regularly employed throughout the year.

SECTION 5. The applicants for apprenticeship shall be at least eighteen (18) years of age, and each apprentice shall serve an apprenticeship of four (4) years, and such apprentice shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship term has been completed and they have qualified as a journeyman. It is, however, agreed that a 4TH year apprentice may perform any duties of a journeyman at the Employers discretion within the geographic jurisdiction of this Union.

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:

- 1st YEAR - 60%
- 2nd YEAR - 70%
- 3rd YEAR - 80%
- 4th YEAR - 90%
- 5th YEAR - 100% - Journeyman

SECTION 7. The parties will establish on a local basis the SMWIA Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the 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(a) It is mutually agreed between the Employer and the Union that funds are necessary to establish and maintain an effective training program. In keeping with this understanding, both parties hereby agree to establish and make part of this Agreement a Joint Journeyman and Apprentice Training Trust Fund. Contributions by the Employer shall be made to the Trust Fund on all hours worked by the journeyman and apprentices as follows:

Current Rate

\$0.45 per hour

Remittance payments shall be made to the Joint Journeyman and Apprentice Training Trust Fund (Local No. 441 Training Trust Fund) at the designated office on or before the 20th day of the succeeding month.

SECTION 8(b), The Employers shall pay the International Training Fund, contributions for each hour worked by the journeyman and apprentice as follows:

Current Rate

\$0.12 per hour

Payment shall be made on or before the 20th day of the succeeding month to the office of the National Training Fund.

ARTICLE 13

SECTION 1. The selection of craft foreperson and general foreperson shall be entirely the responsibility of the Employer, it being understood that in the selection of such foreperson, the Employer will give primary consideration to the qualified employees available in the local area who have registered for employment with the Union. The foreperson will be a working foreperson.

ARTICLE 14

SECTION 1. Unemployment Compensation shall be paid on all employees. All employees shall be covered by Workmen's Compensation.

SECTION 2. Ladders, scaffolding, hoist and tackle shall be furnished by the Employer and/or erected in a safe and proper manner to provide maximum safety.

SECTION 3. Cold water fountain or ice water and sanitary drinking cups shall be provided by the Employer. Federal Occupational Safety & Health Regulations and Safety Rules and Regulations for Sheet Metal Industry dated March 8, 1972 adopted by Employers and the Union shall be adhered to by the Employer and each employee covered by this Agreement.

SECTION 4. Employees who are being dismissed, except for good cause, shall be notified in advance at least one (1) hour before knocking-off time. All dismissed employees will be furnished approved termination slips.

SECTION 5. Employers shall give employees payroll deduction information statements on legible form statements noting all payroll deductions. The employer's name and address shall also be included thereon.

SECTION 6. When the employee is injured on the job, the employee shall receive the remainder of the regular eight (8) hours pay when medical attention is required to the extent that the employee is unable, at doctor's discretion, to complete his shift.

SECTION 7. The Employer recognizes the right of the Union to appoint shop or job stewards to handle Union business and will cooperate with the stewards in the performance of official duties. Stewards shall be working stewards and shall be appointed by the Union's Business Manager and confirmed in writing to the Employer.

SECTION 8. When forces are reduced, stewards will not be laid off so long as the individual is qualified to perform the work available.

SECTION 9. Employees found guilty of violating Employer work rules shall, at the option of the Employer in lieu of dismissal, be given a five (5) day layoff.

SECTION 10. Union Stewards or officials shall not be penalized for handling Union duties on the job or for being off work on official Union business.

SECTION 11. It shall not be a violation of this contract for any employee or employees to refuse to go through an authorized or legal picket line of a union. The Union will do all in its power to settle controversy.

SECTION 12. At the written request of the Union, the Employer agrees to submit to the Union a written assignment with a detailed description of the work assigned to sheet

metal workers on the project. The assignment to be on the Employer's letterhead and signed by a person authorized to make work assignments. Failure to submit a written assignment when requested by the Union will constitute a violation of the collective bargaining agreement.

ARTICLE 15

HEALTH & WELFARE FUND

The Employer shall pay to the Sheet Metal Workers' National Health Fund the stated contribution rate for each hour worked by the journey person and apprentice the first payroll period after:

Current Rate

\$4.60 per hour

Payment shall be made on or before the 20th day of the succeeding month to the office of the SMW National Health Fund.

The Trustees of the Sheet Metal Workers' National Health Fund have the authority to establish the required contribution rate to be paid by employers for participating in that Plan. Should the contribution rate stated increase during the term of this agreement the amount of the increase will transfer from the employee wage rate to the employer contribution amount the first payroll period starting after notification by the Sheet Metal Workers' National Health Fund and Local Union No. 441.

The Trustees of the Sheet Metal Workers' National Health Fund shall have the sole authority and responsibility to provide for the conditions of eligibility for coverage and the benefits, provisions, limitations, and exclusions concerning the Plan.

The Employer agrees to furnish the Trustees with all records pertaining to the names, classifications, and Social Security numbers of the employees, their wages and other information required for proper and efficient administration.

ARTICLE 16

PENSION FUND

SECTION 1. The Employers have adopted the Sheet Metal Workers National Pension Fund (NPF) Alternative Schedule. The Employers and the Union agree to automatically allocate or reallocate a portion of the wage and fringe-benefit package that is sufficient to cover fully any increases in contribution rates to the NPF under the Alternative Schedule. Each employer shall pay to the Sheet Metal Workers National Pension Fund effective for payroll periods on and after the effective date shown below the corresponding contribution rate:

Current Rate

\$6.86 per hour

Should the contribution rate stated increase during the term of this agreement the amount of the increase will transfer from the employee wage rate to the employer contribution amount the first payroll period starting after notification by the Sheet Metal Workers National Pension Fund and Local Union No. 441.

Payment shall be made on or before the 20th day of the succeeding month to the office of the National Pension Fund.

First (1st), Second (2nd), Third (3rd), and Fourth (4th) year apprentices shall receive pension contributions based on a percentage of the journeyman pension contribution the same as the percentage of the journeyman rate of pay.

Apprentice National Pension

1st YEAR - 60%

2nd YEAR - 70%

3rd YEAR - 80%

4th YEAR - 90%

5th YEAR - 100% - Journeyman

SECTION 2. The contributions of the Employers shall be used exclusively to provide a retirement or pension benefit plan for employees subject to this agreement, retired employees, their spouses and dependent children.

SECTION 3. The Employer authorizes the Employer Trustees of the "Sheet Metal Workers National Pension Fund" who, from time to time, may be designated by

Employers pursuant to the terms of the “Sheet Metal Workers National Pension Fund” to represent the Employer in the administration of the “Sheet Metal Workers National Pension Fund,” but such Trustee shall have no authority to effect any change in the contributions of the Employer to the “Sheet Metal Workers National Fund.”

ARTICLE 17

LOCAL 441 SUPPLEMENTAL PENSION FUND

SECTION 1. Each Employer shall pay to the Sheet Metal Workers Local Union 441 Supplemental Pension Fund for payroll periods on and after the effective date:

Journeyman Current Rate **\$1.85 per hour**

Apprentice Current Rate **\$0.61 per hour**

Contributions shall be paid on all hours worked by journeymen and apprentices into the Sheet Metal Workers Local Union 441 Supplemental Pension Fund.

All fringe payments and payroll reports in such form as may be prescribed by the Trustees shall be mailed to reach the Local Union 441 Supplemental Pension Fund not later than twenty (20) calendar days following the end of each calendar month.

Individual employers who fail to remit regularly to the Sheet Metal Workers Local Union 441 Supplemental Pension Fund shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid.

ARTICLE 18

SCHOLARSHIP FUND

The Employer shall pay to the Sheet Metal Workers; International Association Scholarship Fund contributions for each hour worked by the journeymen and apprentices covered by this Agreement the following:

Current Rate **\$0.01 per hour**

ARTICLE 19

POLITICAL ACTION LEAGUE (PAL) CHECK OFF

SECTION 1. The Employer agrees to honor political contribution deduction authorizations from its employees who are union members that sign the following form:

I hereby authorize the Employer to deduct from my pay the sum of five cents (**\$0.05**) for each hour worked and to forward that amount to the PAL Political Fund. This authorization is signed voluntarily and the understanding that the SMWIA PAL Political Fund will use this money to make political contributions and expenditures in connection with Federal, State, and local elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, PAL Political Committee, 1750 New York Avenue, N. W., Washington, D. C. 20006 and to the Employer.

The political contributions shall be deducted weekly by the Employer, who shall remit same to PAL Political Fund. These deductions shall be noted on the same forms and remitted in the same manner as are the other "Fund" payments covered by this Agreement.

The Union agrees to indemnify the Employer and hold it harmless from and against all claims, loss, or damage that may be made or incurred by the Employer by reason of making such deduction.

SECTION 2. The Employer agrees to honor political contribution deduction authorizations from its employees who are union members who sign the following form:

I hereby authorize the Employer to deduct from my pay the sum of five cents (**\$0.05**) for each hour worked and to forward that amount to the SMW Local #441 Political Action Committee (PAC) Fund. This authorization is signed voluntarily and the understanding that the SMW Local PAC Fund will use this money to make political contributions and expenditures in connection with state and local elections. I am aware of my right to refuse to sign this

authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, SMW Local PAC Fund, P. O. Box 6708, Mobile, Alabama 36660, and to the Employer.

The political contributions shall be deducted by the Employer weekly, beginning with the employee's hire date. The employer shall remit same to SMW Local PAC Fund. These deductions shall be noted on the same forms and remitted in the same manner as are the other "fund" payments covered by this agreement. The Union agrees to indemnify the Employer and hold it harmless from and against all claims, loss or damage that may be made or incurred by the Employer by reason of making such deduction.

ARTICLE 20

WORKING ASSESSMENT

The Employer agrees to honor working assessment deduction authorizations from its employees who have been referred for employment by Sheet Metal Air Rail and Transportation Local Union No. 441 and who have signed the following form:

I hereby authorize the Employer to deduct from my paycheck four- and one-half percent (4½%) of gross wages for journeypersons, apprentices, and to forward that amount to the Sheet Metal Air Rail and Transportation Local Union No. 441 Financial Secretary-Treasurer for deposit in the Local's General Fund. The amount of deduction shall not be changed except in accordance with the provisions of the Constitution and By-laws of the Union, and in such event the Union shall notify the Employer in writing of such change. I further agree to indemnify and save the Employer harmless from and against all claims, loss, or damage that may be made or incurred by the Employer by reason of making such deductions. This authorization may be revoked in accordance with the National Labor Relations Act.

This assessment shall be deducted weekly by the Employer, who shall remit same to the Union. These deductions shall be noted on the same forms and remitted in the same manner as are the other "Fund" payments covered by this Agreement.

The Employer agrees that, upon proper notification from the Union, the per hour amount of deductions can be changed during the term of this Agreement.

ARTICLE 21

NEMI

The Employers will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, three cents (**\$0.03**) per hour for each hour worked by covered employees of the employer. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted in the same manner as the other fund payments of this Agreement.

ARTICLE 22

SMOHIT

The Employer agrees to pay the Sheet Metal Workers Occupational Health Institute Trust, (SMOHIT) two cents (**\$0.02**) per hour for each hour worked by employees covered under this Agreement.

The employer agrees to adopt the Sheet Metal Occupational Health Institute Trust as presently constituted and as the same may be amended from time to time, to be bound by all rules and regulations of the plan as adopted by the trustees as presently existing and as the same may be amended from time to time.

ARTICLE 23

FUND PAYMENTS

Payments to all jointly administered funds as provided in this Agreement shall be due not later than the twentieth (20th) of each month for each Employer subject to this

Agreement. Hourly contributions for the previous work month, if not paid by the twentieth (20th) of the following month, shall be considered delinquent. Employer contributions shall be paid directly to the Trust Fund, and no person or entity, including an employee, Employer, Association of Employers or Union is authorized (a) to receive payment of any kind on the Fund's behalf, or (b) to make any representation or to enter into any agreement on the Fund's behalf.

Contributions are due not later than the 20th of each month for hours worked during the preceding month, and if not paid by the 20th of the month, shall be considered delinquent. If the Employer fails to pay the full amount of the Employer contribution within five (5) days of receipt of a notice of delinquency, the Trustees may require the Employer to pay (a) the full amount of the unpaid Employer contribution, (b) interest on the unpaid Employer contribution at the rate of twelve percent (12%) per annum from the date such payment was due, and (c) liquidated damages in an amount equal to the greater of the total interest due on the unpaid Employer contribution or twenty percent (20%) of the total unpaid Employer contribution. In the event of employment of an attorney for collection of the Employer contribution, whether by suit or otherwise, the Employer shall pay the reasonable fees for the Fund's attorney in connection with such collection and, if suit be initiated, all Court costs.

If requested by the Trustees, an Employer shall furnish (a) a written statement from a certified public accountant certifying that the Employer has paid all Employer contributions required under the Plan, and (b) any additional information the Trustees deem necessary to determine if the Employer is fulfilling all obligations under the Trust Fund.

If requested by the Trustees, an Employer shall make available to the Trustees' designee all records the Trustees deem necessary to determine if the Employer is fulfilling all obligations under the Trust. The Trustees shall make such requests in writing and shall deliver the requests to the Employer at least ten (10) working days before the requested examination date. The Trustees' designee shall be a certified public account who is not an officer, member, or employee of either the Union or another Employer. To facilitate the examination, the Employer shall furnish (a)

reasonable space and facilities at the Employer's premises during regular business hours, and (b) reasonable assistance to the Trustee's designee. The Trust shall bear the expense of examination unless the examination shows that the Employer failed to make all Employer contributions due the Fund and the Trustees conclude that the Employer's failure was not a good faith and reasonable error; if the Trustees make that determination, the Trustees may require the Employer to pay all or part of the cost of examination, not to exceed \$500.

Nothing in the Trust or Plan shall require the Trustees to conduct regular or periodic audits of Employers.

If an Employer makes an Employer contribution to the Trust on behalf of a person who was not the Employer's bonafide employee and the Trust is thereby caused to pay a benefit to such person, the Employer shall reimburse the Trust for all benefits paid, together with interest thereon at the rate of ten percent (10%) per annum from the date of the payment.

The Employer agrees to pay all National Benefit Funds (except National Health Fund), (Pension, SMW International Association Scholarship Fund, National Training Fund, NEMI, and SMOHIT) monthly in one check payable to the Sheet Metal Workers National Benefit Fund. The National Health Fund and Sheet Metal Local 441 Supplemental Pension Fund contributions are mailed to Southern Benefit Administrators, Inc. P. O. Box 1449 Goodlettsville, TN 37070-1449. Apprentice Fund, PAL, Local PAC, and Work Assessment and other deductions will be paid by individual separate checks and mailed to the Union, Sheet Metal Local Union 441, P.O. Box 6708, Mobile, AL 36660-1708.

Performance payment and/or Insurance Bond requirements to cover Employers contribution liabilities as established by Health & Welfare and Supplemental Pension Trustees shall be fulfilled by each Employer employing sheet metal workers.

ARTICLE 24

SUBSTANCE ABUSE

SECTION 1. It is agreed between Sheet Metal Air Rail and Transportation Local Union No. 441 and Employers signatory to this Agreement to implement a substance abuse policy.

ARTICLE 25

SECTION 1. In the event the Union enters into an agreement that contains more favorable terms or conditions the Association and the employers that it represents will have the right to adopt any more favorable terms that may exist in said agreement. The Union shall file all separate collective bargaining agreements with the Association.

ARTICLE 26

SECTION 1. This Agreement shall become effective as of **June 21, 2023** and remain in full force and effect through **June 20, 2026**, except that the agreement may be opened by mutual agreement of the bargaining parties for the sole purpose of reviewing wages to enable employers to secure needed man power due to a disaster which is declared by a State and approved for federal disaster funding. This Agreement shall continue in force from year to year unless written notice of re-opening is given not less than ninety (90) days prior to the expiration date. In the event such notice of re-opening is served, this Agreement shall continue in force and effect until conference relating thereto has been terminated by either party.

IN WITNESS WHEREOF, the **Association** and **Union** have caused this Agreement to be executed by their duly authorized officers.

AGREED AND ATTESTED TO THIS 9th DAY OF JUNE, 2023 AS

AUTHORIZED BY:



BOB CLAPPER, PRESIDENT
GULF STATES CHAPTER, SHEET METAL AND
AIR CONDITIONING CONTRACTORS NATIONAL
ASSOCIATION, INC., MOBILE, ALABAMA




WITNESS

Ed Kahalley

Print Name



THOMAS FISHER, BUSINESS MANAGER
SHEET METAL AIR RAIL AND
TRANSPORTATION LOCAL UNION NO. 441
MOBILE, ALABAMA



WITNESS

Ed Kahalley

Print Name