

STANDARD FORM OF UNION AGREEMENT

(Form A-08-11)

*By and Between*

**KENTUCKY  
SHEET METAL CONTRACTORS'  
ASSOCIATION**

*and*

**LOCAL UNION No. 110  
International Association of Sheet Metal,  
Air, Rail, Transportation  
Louisville, Kentucky**

Effective June 1, 2013



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**STANDARD FORM OF UNION AGREEMENT  
SHEET METAL, ROOFING, VENTILATING AND  
AIR CONDITIONING CONTRACTING DIVISIONS OF  
THE CONSTRUCTION INDUSTRY  
(Form A-08-11)**

Agreement entered into this 1<sup>st</sup> day of June, 2013 by and between the Kentucky Sheet Metal Contractors' Association, hereinafter referred to as the Employer, and Local Union No. 110 SMART (Sheet Metal, Air, Rail, Transportation International Association), Louisville, KY, hereinafter referred to as the Union for the area defined by counties per Section 2 of Article 1.

**ARTICLE I**

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 the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; any and all work in connection with and/or incidental to the manufacture, fabrication, handling, erection, installation, maintenance and repair of solar energy systems, including but not limited to residential, commercial, institutional and industrial installation; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air equipment and duct work; (d) all hole and chase cuttings to accommodate all sheet metal work and materials shall be done by sheet metal workers; (e) 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; (f) metal roofing; all other work included in the jurisdictional claims of SMART. No other agreement, verbal, written or implied will be of any force or effect.

Section 2. This agreement covers sheet metal work as defined in Section 1 in the geographical territory defined by the counties listed below. No changes in this territory will be made during the term of this Agreement without the mutual consent of Employer and Union.

**Counties in Kentucky**

Adair	Clay	Hart	McCreary	Rockcastle
Allen	Clinton	Henry	McLean	Russell
Anderson	Crittenden	Hickman	Meade	Scott
Ballard	Cumberland	Hopkins	Mercer	Shelby
Barren	Edmonson	Jackson	Metcalfe	Simpson
Bourbon	Estill	Jefferson	Monroe	Spencer
Boyle	Fayette	Jessamine	Montgomery	Taylor
Bracken	Franklin	Larue	Muhlenberg	Todd
Breckinridge	Fulton	Laurel	Nelson	Trigg
Bullitt	Gallatin	Lee	Nicholas	Trimble
Butler	Garrard	Lincoln	Ohio	Warren
Caldwell	Grant	Livingston	Oldham	Washington
Calloway	Graves	Logan	Owen	Wayne
Carlisle	Grayson	Lyon	Owsley	Woodford
Carroll	Green	Madison	Pendleton	
Casey	Hancock	Marion	Powell	
Christian	Hardin	Marshall	Pulaski	
Clark	Harrison	McCracken	Robertson	

**Counties in Indiana**

Clark	Floyd	Jefferson	Scott
Crawford	Harrison	Perry	Switzerland

## 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 of other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

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

## ARTICLE III

The Employer agrees that none but journeymen sheet metal workers, apprentices, preapprentices, residential mechanics, residential trainees and industrial workers, shall be employed on any work discussed in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

## ARTICLE IV

The Employer agrees to notify the Union when additional or replacement employees are needed. The Union agrees to furnish qualified sheet metal workers upon a nondiscriminatory basis when so notified within forty-eight (48) hours excluding weekends and legal holidays, after receiving the request from the Employer. Such qualified sheet metal workers shall be furnished under the above condition in sufficient numbers as may be necessary to properly execute the work contracted for by the Employer in the manner and under the conditions specified in this agreement. Should the Union not be able to furnish men within the aforesaid time the Employer may hire any qualified individual and notify the union that he has done so. The decision with regard to hire and tenure of all employees shall be made by the Employer.

## 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 latter, 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. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and 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 and 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.

Section 3. 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 4. The provisions of the Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions. If any provisions of this Article which are contrary to law in any state on the effective date of this Agreement should later become lawful in that state, by action of the legislature, the courts, or otherwise, such provisions shall immediately become in full force and effect to the extent allowed by law.

Section 5. The Employer agrees to deduct 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 twentieth day of each month, the Employer shall remit to the designated financial officer of the Union 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 of labor in the shop or on the job starting between five (5) a.m. and nine (9) a.m. except as may be mutually agreed between employer and the union on a particular job where weather and working conditions warrant, and the regular working week shall consist of five (5) consecutive eight (8) hours days' labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during the hours specified herein shall be recognized as regular time and paid for at the regular hourly rates specified in this Agreement, except as provided in 1 (a). All other starting times will include the shift premium. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Union and Employer.

### Section 1(a)

- a. A make-up day may be scheduled for work missed due to inclement weather.
- b. Make up time must be mutually agreed to between the Employer and Employee.
- c. Friday will be the make up day if working four-ten hour days. Saturday will be the make-up day if working five-eight hour days.
- d. If make up time is scheduled on a Saturday, employee must be offered eight hours of work.
- e. Hours missed because of a holiday may not be made up at straight time.

Section 2. New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and the Friday following Thanksgiving shall be recognized as holidays. In addition; Sundays shall be recognized as holidays. When one of the above holidays falls on a Saturday, the preceding Friday will be recognized as a holiday – when it falls on a Sunday, the succeeding Monday will be recognized as a holiday. If federal legislation differs, prior to the duration of this agreement, it will be adhered to.

Section 3. It is hereby agreed that except as provided in Section 3(a), 3(b) or Section 5 of this Article all labor in connection with or incidental to work covered by this Agreement shall be performed within the regular working hours specified in Section 1 or 1(a) of this Article. No overtime shall be performed outside of said regular working hours or on holidays specified in this Agreement except when by mutual consent of both parties. Such overtime may be performed and where such work is performed outside the regular work hours specified in Section 1 of this Article time and one half the regular rate will be paid except in the following situations when double time will be paid: in excess of ten (10) hours in any given day; over eight (8) hours on Saturday; on Sundays and holidays specified in Section 2 of this Article. A shift differential based upon the schedule A base rate may cause a pay rate to exceed double time. When a work schedule exceeds eight (8) hours per day, employee must actually work eight (8) hours before one and one half times the regular rate shall be paid. However, when an employee begins work before the regular working day and work day cannot be completed due to circumstances beyond the employee's control, the employee shall receive one and one half times his regular rate for hours worked prior to the start of the regular work day.

Section 3(a) It is hereby agreed that when it is not possible to perform work during the regular work day, Monday through Friday, in an occupied building due to operational conditions at the job site such work shall be performed at one and one half times the prevailing wage rate. This provision will provide for a minimum of

two (2) hours work and a maximum of eight (8) hours work and may be worked in addition to a regular 8-hour work day within any given 24-hour day.

Section 3(b) All overtime work performed behind industrial plant gates, including public utilities, shall be paid at one and one-half (1 ½) times the prevailing rate, up to two (2) hours (in continuation of the regular eight (8) hours worked) Monday through Friday and up to eight (8) hours on Saturday without restricting starting time on Saturday.

Section 4(a) A steward shall be a qualified working journeyman sheet metal worker appointed by the union. Each employer signatory to this agreement shall have a shop steward whose name will be supplied to the employer by the union in writing. Whether a steward is required on an erection job and/or project will be determined by the projected amount of people required and/or the projected duration of the job and/or project. The determination being the sole responsibility of the union. When it is determined that an erection and/or project requires a steward it will be the responsibility of the union to so notify the employer in writing, the name of the steward appointed. The duties and responsibilities of the steward will be as required by the union. On overtime work, involving more than two (2) sheet metal workers, except as provided in Section 4(b), one of them shall be the shop or job steward, provided said steward is qualified to do the type of work required. The Union steward shall not be discriminated against in any way because of his/her steward activities. If any alleged discrimination against a steward is reported to the business office of the Union and not resolved-the Employer and/or the Union may request the services as provided under Article X of the Standard Form of Union Agreement.

Section 4(b) When the employer assigns employees to a particular job in the shop, field, or industrial plant and overtime is necessary then those employees assigned to that job will be worked before other employees are brought from other jobs to work the overtime work. The steward will be the first additional man assigned if more men are required provided said steward is qualified to do the type of work required.

Section 5. Shift work performed outside an employers' shop shall be performed on the basis of forty (40) hours work per week comprising five (5) days of eight (8) hours each before any overtime is paid, as outlined below:

(a) FIRST SHIFT shall begin between the hours of 5:00 AM and 9:00 AM Monday through Friday.

(b) SECOND SHIFT shall be shifts starting at any other time before 5:00 AM and after 9:00 AM Monday through Friday (unless mutually agreed to by the Employer and the Union).

(c) First shift workers shall receive the regular hourly wage as specified. Second shift workers shall receive their regular hourly rate plus the following premium per hour:

Journeyman - \$3.00 per hour  
4<sup>th</sup> and 5<sup>th</sup> year Apprentices- \$2.50 per hour  
All other Apprentices - \$2.00 per hour  
All other classifications - \$1.50 per hour

(d) All shift pay premiums will increase by 3% every five (5) years beginning June 1, 2018

(e) No employee shall be permitted to work more than one (1) shift in any twenty-four hour period, unless he is paid at twice the regular basic wage scale for the hours worked in excess of the normal shift to which he was originally assigned; except, however, in the event an employee has worked the required shift, he will then be permitted to work at the next regular starting time, even though he may be required to work two (2) shifts in the twenty-four hour period; and in that event, he shall receive the straight time hourly rate for work performed on the regular shift.

(f) The Employer shall notify the Business Representative of the Union and the Steward as the starting time of each shift.

(g) If a shift job is started and work has to be stopped through no fault of the contractor, then the shift may be resumed at a future date.

(i) All emergency shift work (work not scheduled at least 24 hours in advance), over eight hours in continuation of a regular workday, will be paid at time and a half and double time according to the contract. If emergency shift work lasts longer than one day, subsequent days will be paid at shift rates.

(j) When three (3) shifts are necessary at one location, the first shift will be at regular rate for eight (8) hours. The second shift will be at second shift rate; employees will work seven and one-half (7 ½) hours and be paid for eight (8) hours. The third shift will receive the same rate (regular hourly rate plus shift premium) but will work seven (7) hours but will be paid for eight (8) hours.

Section 6. The union has the right to require the union label be attached to items covered under Article I fabricated within the jurisdiction of SMART Local 110.

Section 7. It shall not be a violation of this Contract and shall not be cause for discharge reprimand, or discipline under this Contract, if any Employee or Employees refuse to cross or work behind a legal picket line.



## **ARTICLE VII**

Section 1. When employed in a shop or on a job within the jurisdiction of the Union, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within this area from home to shop or job at starting time and from shop or job to home at quitting time. Schedule A rate will be paid when included in normal eight (8) hour work day from when employee leaves shop at starting time and returns within regular eight (8) hours. The employer shall provide, or pay for all necessary additional transportation during working hours.

Section 2. When employees are sent outside of the area specified in Article I, Section 2, they shall receive the straight hourly wage rate per hour only for those hours traveled during the regular working hours, and work week, as defined in Article VI.

Traveling done outside of the regular work week shall be paid at the straight hourly rate per hour for the time traveling, but not to exceed eight (8) hours' pay per day.

## **ARTICLE VIII**

Section 1. For the minimum rate of wages for 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 as provided in the latest Wage and Fringe Benefit Schedule.

### **Schedule A**

(a) Fort Knox Reservation, Hardin, Jefferson, Oldham, Shelby, Spencer, Nelson, Bullitt, Trimble, Henry, Carroll, Gallatin, Breckenridge, Meade and Hancock Counties in Kentucky and Clark, Floyd and Harrison Counties in Indiana. (Trimble, Henry, Carroll, Breckenridge, Gallatin, Meade and Hancock Counties are on a trial basis in order to try to recoup work).

(b) Fayette, Franklin, Anderson, Woodford, Jessamine, Clark, Bourbon, Harrison, Madison, Mercer, and Garrard Counties, Kentucky.

(c) McCracken, Graves, Marshall, Ballard, Calloway, Fulton, Hickman and Carlisle Counties, Kentucky.

(d) Any other county within the territory defined in Article I, Section 2 and in which there is a bona fide, permanent union sheet metal contractor's shop shall be Schedule A for the Employer operating that shop. Such a county will likewise be considered Schedule A for any other Employer who is a signatory to this Agreement providing members of the Union, who are bona fide residents of such a county in which a job may be located, either as a registered or qualified to be registered voter, are available.

(e) In addition, all work done within 75 miles of the Louisville courthouse (601 W. Jefferson Street), the Lexington Courthouse (167 W. Main Street) and the Paducah courthouse (300 South 5<sup>th</sup> Street) using Mapquest shall be considered Schedule A provided Employer provides transportation. Employees shall receive pay for only the hours worked at the Schedule A rate.

The base hourly rate in Schedule A, including vacation payments will be as provided in the latest Wage and Fringe Benefit Schedule.

### **Schedule B**

(a) All territory defined in Article 1, Section 2, not defined as Schedule A.

The base hourly rate in Schedule B shall be one dollar seventy-five cents (\$1.75) per hour above Schedule A rates for a maximum of \$14 per day except when included in the normal eight hour workday and transportation is furnished by Employer.

Section 2. Except as provided in Section 3 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of the territorial jurisdiction of the Union to perform or supervise work outside the jurisdiction of the Union and within the jurisdiction of another Local Union affiliated with SMART shall receive the wage scale and working conditions of the Local Union in whose jurisdiction such work is performed or supervised.

Section 3. 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 SMART, and qualified sheet metal workers are available in such area, he may send no more

than two (2) sheet metal workers per job into such area to perform any work which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of SMART covering the area then the minimum conditions of the home local union shall apply.

Section 4. In applying the provisions of Section 2 and 3 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 5. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeymen, apprentices, preapprentices and/or other sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with SMART, 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 6. 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                                   | 8. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality |
| 2. Louvers                                       | 9. Mixing (attenuation) boxes  |
| 3. Automatic and fire damper                     | 10. Chutes   |
| 4. Radiator and air conditioning unit enclosures | 11. Double-wall panel plenums  |
| 5. Plastic skylights                             |  |
| 6. Air diffusers, grilles, registers             |  |
| 7. Sound attenuators                             |  |

Section 7. The provisions of Section 5 of this Article shall not be applicable to air pollution control systems fabricated for the purpose of removing air pollutants, tobacco related or distillery related work providing they do not contain air conditioning, heating and ventilating systems. In addition, the provisions of Section 5 of this Article will not be applicable to the manufacture of spiral pipe and fillings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

Section 8. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

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

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

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans. Welfare benefit contributions shall not be duplicated.

Section 9. Wages at the established rates specified herein shall be paid in cash or check in the shop or on the job at or before quitting time on Friday of each week, and no more than one (1) week's pay shall be withheld. Pay due discharged employees must be available at employer's shop within two (2) working days or mailed to discharged employee's last known address with a postmark within two working days. If not, said discharged employee shall receive an additional two (2) hours pay. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally.

When an employee is discharged, laid off, suspended or terminated in any manner, the Employer shall immediately issue to the employee a termination slip which form shall be supplied by the Union, stating the reason for said termination, and a copy of said termination slip shall be mailed immediately to the Union.

Section 10. Journeymen 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 11. Each employer covered by this agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the sheet metal industry. Therefore, an Employer who contracts for the sheet metal work under the terms of this agreement, is a person, firm or corporation having these qualifications and maintaining a permanent place of business with a business telephone open to the public during normal business hours and a suitable financial status to meet payroll requirements. Employer shall carry Unemployment Compensation, Federal Old Age benefits, and Workmen's Compensation covering all of his employees and shall furnish the Union with evidence of the same.

It shall be the duty of the Joint Adjustment Board as set out in Section 14, of this Article, to examine the qualifications of each prospective contractor signer of this agreement and to acquaint such contractor with the obligations imposed by the Agreement, prior to his being furnished men by the Union.

Section 12 (a) There shall be a foreman for each shop, a member of the Union, who shall be in full charge of all work performed by all workers in the shop, subject to the instructions of the Employer or his Superintendent and said foreman shall receive one dollar and ninety-five cents (\$1.95) additional to the journeyman's wage rate. On erection jobs requiring five (5) men, one (1) journeyman shall be foreman, and he shall be paid at least one dollar and ninety-five (\$1.95) additional to the journeyman wage rate for the duration of each particular erection job. When Local No. 110 is called to refer journeymen to an erection job, the first man sent shall be foreman. Additional foremen and general foremen will be supplied as the job progresses. All foremen and general foremen shall be members of Local No. 110.

(b) On erection jobs requiring forty (40) men or more at the job site, there shall be one (1) foreman for every ten (10) men employed on the job, and he shall be paid one dollar and ninety-five cents (\$1.95) per hour more than the journeyman base rate.

On erection jobs requiring more than two (2) foremen (two 10-men gangs) there shall be a general foreman who shall receive two dollars and ninety-five (\$2.95) per hour more than the journeyman's base rate.

On all erection jobs requiring four (4) foremen, a general foreman shall be employed at two dollars and ninety-five cents (\$2.95) per hour more than the journeyman wage rate. If there is need for more general foremen, they shall receive two dollars and ninety-five cents (\$2.95) per hour more than the journeyman wage rate.

Section 13. The Business Representative of the Union shall have the right to visit the shop of any Employer, after first checking with the office of said Employer.

Section 14. The Employer and Union agreed to continue to maintain the existing Local Joint Adjustment Board for the purpose of meeting the requirements of this Agreement.

## ARTICLE IX

Section 1. Journeymen sheet metal workers and registered apprentices covered by this Agreement shall provide for themselves all necessary hand tools.

The employer shall provide a safe place for tools of the employees. If any disagreement arises over this Section such disagreement shall be brought before the Local Joint Adjustment Board, whose action shall be final and binding.

Section 2. Journeymen sheet metal workers, registered apprentices, preapprentices, residential mechanics, residential trainees and classified workers covered by this Agreement, shall not be permitted or required as a condition of employment to furnish the use of an 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 are to be provided by the Employer, except an amount equal to what employee could carry if traveling by public conveyance.

The above provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time, or restrict an employee from driving company pick-ups which are used primarily for hauling tools, material, men and equipment for the Sheet Metal Trade.

Section 3. The Employers bound by this Agreement acknowledge their responsibilities under The Occupational Safety and Health Act, commonly referred to as OSHA, including without limitations, their obligation to furnish appropriate protective equipment and the promulgation and enforcement of safety rules. The Union acknowledges the obligation of its members to comply with such safety rules including the use of safety equipment. Employers are required to furnish a pair of safety glasses. Employees are required to furnish their own safety toe work shoes if requested by employer. Flagrant or repeated violations of safety rules shall be

grounds for disciplinary action which may include discharge of an employee violating the safety rules or failing to use protective equipment furnished by the Employer.

Section 4. The parties hereto in an effort to create a mutually beneficial drug free workplace have adopted a "SUBSTANCE ABUSE POLICY", the latest version of which is obtainable from Union or the Association office.

Section 5. Effective January 1, 1996, Journeymen, Residential Mechanics and Industrial Sheet Metal Workers will be required to attend and complete two (2) approved sheet metal industry related educational and/or training courses every three year period.

## ARTICLE X

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

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

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

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

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

Section 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. \*Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of SMART 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-Chairman of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

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

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

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

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

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

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

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

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

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

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

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

(b) Any application to the National Joint Adjustment Board shall be upon forms prepared for 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-Chairman of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

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

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

Section 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

Section 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, SMART, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

## ARTICLE XI

Section 1. All employers shall be entitled to employ other classifications of workers (apprentices, preapprentices, residential mechanics, residential trainees, industrial workers and classified workers) at a ratio of one other classification of worker for each journeyman employed (except as provided in Section 7). However, the employment of apprentices, preapprentices and classified workers shall be subject to the terms and conditions hereafter specified.

Section 2. Apprentices, preapprentices and residential mechanics must, at all times, work under the direct supervision of a journeyman sheet metal worker (except as provided in Article XI, Section 7 and Article XIII, Section 8).

Section 2 (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. In the field, the maximum number of apprentices, preapprentices, residential mechanics and residential trainees on any job will be five (5) in addition to five (5) journeymen except as provided in Sections 7 and 8 below. If more than ten (10) men are required on a job, the additional men will be journeymen and apprentices only.

Section 4. Employers will be allowed to utilize the 50-50 ratio of journeyman to other classifications provided they employ 50% of the apprentices to which they are entitled based upon the listing produced annually by the Joint Apprentice and Training Committee.

Section 5. Employers may only exceed the 1:1 ratio if permission is granted by the Union under Resolution 78.

Section 6. The provisions of this Article may not be used in violation of Federal or State Prevailing Wage Laws.

Section 7. Residential shall be defined as single or multiple family housing units consisting of six floors or less. Residential work may be performed by residential mechanics and residential trainees without journeymen.

Section 8. Residential mechanics and residential trainees may be employed on light commercial projects at the following ratios: the first (1st), fourth (4th) and seventh (7<sup>th</sup>) man shall be a building trade's journeyman.

Each employer shall be entitled to employ one residential trainee for each of the first three (3) residential mechanics; thereafter, the ratio shall be one residential trainee for each three (3) residential mechanics.

## **ARTICLE XII**

Agreements national in scope, between SMART and other International Unions, covering work jurisdiction and the assignment, allocation and division of work among employees represented for the purposes of collective bargaining by such labor organizations, shall be respected and applied by the Employer, provided such Agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors' National Association, Inc.

## **ARTICLE XIII**

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations which they 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 Joint Apprenticeship and Training Committee, and approved by the Joint Labor Committee, shall be recognized as a part of this Agreement.

Section 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said 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 and registered 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.

Section 3. It is the understanding of the parties to this agreement that the funds contributed by signatory Employers to the International Training Institute (ITI) and the SMART Local #110 Education and Training Trust Fund (Education Fund) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the ITI and a local Joint Apprenticeship and Training Fund (Local JATC). Therefore, the trustees of the ITI and Education Fund 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 ITI and Education Fund materials, facilities and personnel utilized in training.

Section 4. It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprenticeship and Training Committee and that 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. However, for the first three (3) apprentices the ratio shall be one (1) apprentice for each two (2) journeymen. The ratio is to be determined by and published by the Joint Apprenticeship and Training Committee.

Section 5. In the event an Employer requests and is entitled to an apprentice and is not furnished one within ten (10) working days the Employer may request that the Union furnish an equivalent worker until such time that he receives an apprentice.

Section 6. Qualifications of applicants for apprenticeship shall conform to all applicable Federal and State Laws. Apprentices will complete classroom training and on the job training as required by the JATC. No apprentice shall be put in charge of work on any job and shall work under the supervision of a journeyman until his apprenticeship term is completed and he has qualified as a journeyman.

Section 7. The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

Section 8. Apprentices shall be paid based upon a graduated wage scale based on the established Schedule A journeyman wage rate. The scale may vary based on local market conditions and recruiting requirements.

First year - First half 48% - Second half 52%  
2<sup>nd</sup> year - First half 56% - Second half 60%  
3<sup>rd</sup> year - First half 64% - Second half 68%  
4<sup>th</sup> year - First half 72% - Second half 76%  
5<sup>th</sup> year - First half 80% - Second half 84%

This section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

For work in Schedule B, apprentices shall receive the same differential to their respective rates as journeymen as defined in ARTICLE VIII.

Apprentices shall be allowed to make up time they miss attending school providing the time is made up during the same week. Make up time must be mutually agreed to between the Employer and Apprentice. They may work an additional two hours in continuation of their regular work day or up to eight hours on Saturday at their regular rate of pay. All hours over 40 will be paid at the overtime rate. Apprentices must work under the supervision of a journeyman if performing work covered under ARTICLE I. On work not covered under ARTICLE I, make up work may be performed without supervision.

Section 9. There has already been established between the Union and Employer a Local Joint Adjustment Board for the adjustment of disputes and a Joint Apprenticeship and Training Committee for the regulation of apprentices, and the undersigned Contractor agrees to submit its dispute to said Local Joint Adjustment Board and to abide by the decisions of said Board and to abide by the rules and regulations adopted by the Joint Apprenticeship and Training Committee for the regulation of apprentices.

## ARTICLE XIV

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 preapprentices on the basis one (1) preapprentice to one (1) apprentice provided the Employer employs three (3) journeymen; two preapprentices when six (6) journeymen and three (3) apprentices are employed and thereafter, one (1) additional preapprentice for each three (3) additional apprentices employed. Any apprentice of the Employer on layoff at the effective date of this agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter the same conditions and ratios shall apply.

Section 2. No employer shall employ more than three (3) preapprentices unless the Union approves more under Resolution 78.

In the event the Employer is entitled to employ a preapprentice and the Union fails to comply with the Employer's request within 48 hours, the Employer may hire such employees and refer them to the Union within eight days. Preapprentices may be hired on a probationary basis for thirty (30) days during which time fringe benefits do not have to be paid.

Section 3. The minimum wage rate for preapprentices shall be according to the latest Wage and Fringe Benefit Schedule.

Each employer shall contribute for each preapprentice the amount of 12 ½ cents (12.5 cents) for each hour worked and remit to Local No. 110's general fund.

Section 4. Preapprentices will not be required to furnish any tools.

Section 5. On the anniversary of a preapprentices hire date (provided he has worked at least 1200 hours) he will become a First Year Residential Trainee. One year after becoming a First Year Residential Trainee (provided he has worked at least 1200 hours) said trainee will become a Second Year Residential Trainee. One year after becoming a Second Year Residential Trainee (provided he has worked at least 1200 hours) said trainee will become a Residential Mechanic.

Section 6. All preapprentices, First Year Residential Trainees and Second Year Residential Trainees may be required by the union to take educational courses annually in order to be advanced.

Section 7. Preapprentices employed on June 1, 2006 will use that date as their "hire date". Residential Trainees (50%, 60%, 70% or 80%) employed as of June 1, 2006 will be slotted by the union as either First Year or Second Year Residential Trainees. Their anniversary date will also be June 1.

Section 8. Any employer signatory to this agreement shall be entitled to employ one classified worker. Classified workers are intended to perform work not covered under Article I. Employers will be entitled to a second classified worker if he employs one apprentice. Employer may employ a third classified worker when he employs a total of at least two apprentices. In no case may an employer employ more than three classified workers.



Classified workers will count in an employers 50-50 ratio.

Classified workers may be hired on a probationary basis for thirty days. During that period, fringe benefits do not have to be paid on their behalf. They must, however, sign with the Union within eight (8) days.

## ARTICLE XV

Section 1. Employer agrees to pay to the SMART Local #110 Health Fund Trust the hourly rate specified in the latest Wage and Fringe Benefit Schedule.

Section 2. Employer agrees to pay to the SMART International Benefit Fund for contribution to the pension fund the amount specified in the latest Wage and Fringe Benefit Schedule. The Parties to this Agreement have adopted the NPF's First Alternative Schedule (55/30) as in effect when the Collective Bargaining Agreement is entered into and as amended, as applicable. The Employer will contribute to the Sheet Metal Workers' National Pension Fund at the hourly Contribution Rates set forth in this Agreement, and in accordance with the First Alternative Schedule and NPF's Trust Document. The First Alternative Schedule and the NPF Trust Document are incorporated into this Agreement and form a part of this Agreement. The Employer will pay its required monthly NPF contributions on or before the 20<sup>th</sup> day of the month, after the month in which Covered Employment was performed.

Section 3 (a) Contributions provided for in Section 3(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay to the Kentucky Sheet Metal Contractor's Association Industry Fund (herein after referred to as the Local Industry Fund) the amount specified in the latest Wage and Benefit Schedule.

The Union and Employer recognize that the contributions provided in Sections 3(a) and 3(b) of this Article support activities that benefit the entire Sheet Metal Industry. It is essential that Employer support these activities, even though it may be performing Sheet Metal work under the provisions of a separate project agreement or maintenance agreement. Therefore, hours worked for purposes of determining the contributions required under Sections 3(a) and 3(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractor's Association and the Local Union that are parties to the Agreement.

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

(d) Grievances concerning use of local industry fund monies to which an employer shall contribute for purpose prohibited under Section 3(a) or for violations of other subsections of this Section shall be handled under the provision of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the employer's obligation to contribute to the local industry fund.

Section 4. The employers agree to pay for each hour worked to the SMART Local #110 Education and Training Trust Fund as provided in the latest Wage and Fringe Benefit Schedule.

A copy of the Trust Agreement of SMART Local #110 Education and Training Trust Fund will be furnished upon request.

The contributions, coverages and administration of said Fund shall be in accordance with the existing Agreement and Declaration of Trust between the parties hereto, together with any amendments thereto.

Section 5. Employers agree to withhold from wages and remit to the Beacon Community Credit Union in the employee's name the amount specified in the latest Wage and Fringe Benefit Schedule. The Employer shall make all legal payroll deductions before setting aside this hourly withholding.

Section 6. Employers agree to contribute to the International Training Institute (ITI) for the Sheet Metal and Air Conditioning Industry the amount specified in the latest Wage and Benefit Schedule for each hour worked by the employee of the employer covered by this Agreement.

Employers also agree to contribute to the National Energy Management Institute (NEMI) Committee, a jointly administered trust fund the amount specified in the latest Wage and Fringe Benefit Schedule for each hour worked by each employee of the employer covered by this Agreement.

Employers also agree to contribute to the Sheet Metal Occupational Health Institute (SMOHIT) the amount specified in the latest Wage and Fringe Benefit Schedule for each hour worked by the employee of the employer covered by this Agreement.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the ITI, SMOHIT and NEMI and the separate agreements and declarations of trust of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

Section 6 (a) The employers agree to participate in the Stabilization Agreement of the Sheet Metal Industry (S.A.S.M.I.) as provided in the latest Wage and Fringe Benefit Schedule. The Employer shall make monthly payments as an amount equal to three percent (3%) of the Gross Earnings of each Employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry Trust Fund (SASMI). Gross Earnings, for purposes of this Agreement, shall mean (a) total weekly wages paid to an Employee by the Employer which are reportable 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 and welfare fund.

The Employer agrees to adopt the National Stabilization Agreement of Sheet Metal Industry Agreement and Declaration of 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.

Section 7. Payments to all funds shall be reported on forms provided. In the event any Employer bound by the terms of this agreement becomes delinquent, as hereinafter provided, in the required reports and payments to any of the funds established under Article XV, the Trustees of any or all of said Funds shall have the absolute right to institute suit for the collection of all delinquent payments, liquidated damages and attorneys' fees against said delinquent employer in the Jefferson Circuit Court, Jefferson County, Kentucky. For the purpose of venue and jurisdiction in connection with, the litigation authorized by this section each Employer subject to the terms of this Agreement hereby designates and appoints Don Ecken, President of the Kentucky Sheet Metal Contractors' Association, and his successors, as his agent for the service of process.

In the event it becomes necessary to file suit for the collection of any delinquency, as set forth herein, the delinquent employer agrees to pay to the plaintiff the cost of reasonable attorneys' fees incurred by the plaintiff.

Section 8. It is understood and agreed that all contributions to all funds mentioned in Article XV, Sections 1 through 6 are due and payable on or before the 10<sup>th</sup> day of each month for work performed by bargaining unit employees in the preceding month. Failure of any Employer signatory to this Agreement to transmit the aforesaid contribution records and payments by the 20<sup>th</sup> day of the month in which said reports and payments are due may subject said Employer to cancellation of this Collective Bargaining Agreement. The Trustees of fringe benefit funds may also require the delinquent employer to post a bond with good corporate surety in an amount equal to twice the employer's average monthly payroll, but in no event less than \$1,000.00. Any such bond shall be maintained in full force and effect until said employer has made timely reports and payments under this article for a period of six (6) consecutive months.

(a) In the event that the Employer becomes delinquent in making contributions to any National or Local Fund and in lieu of possible cancellation of this Agreement, the Union may withdraw all employees from the service of the Employer within seven (7) days notice of such delinquency by the trustees and direct the employees of the delinquent Employer to cease performing services for said Employer until the Employer complies with all of the terms and conditions of Article XIV and reports and pays to all Fringe Benefit Funds contained in this Article the amounts due the Funds for which he is delinquent. The employees who have been removed from the offending Employer's shop and/or jobs shall be paid by their delinquent Employer their regular wages lost by them due to the action taken by the Union. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

(b) Notwithstanding any of the foregoing and in addition to all other remedies contained in this Section 8, any delinquent Employer who fails to file his required reports and payments on or before the 20<sup>th</sup> day of the month in which said reports and payments are due shall pay to the Trust Funds to whom he is delinquent an additional amount of money as liquidated damages equal to 2% per month for each month or portion thereof for which he is delinquent.

Section 9. Upon ninety (90) calendar days written notice the union may require the Employer to withhold employees pay to cover a working assessment when designated by the Union and for the duration specified in said notice.

Section 10. Although not mandatory, it is suggested that Employers cooperate with the Union in the union's attempt to maintain wages and benefits on prevailing wage work by supplying wage survey information to the Union on work performed by the Employer for all projects exceeding \$2000.00. This figure represents the total project cost including sheet metal work. The wage surveys would cover all counties in the local's jurisdiction.

Section 11. Within thirty (30) days of executing this agreement, all new employers within the union's jurisdiction will post a cash or security bond in the minimum amount of \$10,000 for a period of no less than three years. Out of area employers may be subject to the same bonding requirements for the duration of their time working within the jurisdiction.

## **ARTICLE XVI**

SMACNA and the SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers Association and Local Union agree to establish a labor management committee which shall meet on a regular basis, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

## **ARTICLE XVII**

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

## **ARTICLE XVIII**

Section 1. This Agreement and all Addendums shall become effective on the 1<sup>st</sup> day of June, 2013 and remain in full force and effective until the 31<sup>st</sup> day of May 2018 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety days prior to the expiration date.

Section 2. This Agreement supersedes all other verbal and written agreements.

Section 3. This Agreement will become a binding contract between the Union and those Employers who are represented by the Kentucky Sheet Metal Contractors' Association when three (3) copies are signed by the Business Representative of the Union and by the Chairman of the Kentucky Sheet Metal Contractors' Association. One (1) signed copy will be given to the Union, one (1) to the Contractors' Association and one (1) to SMART. This Agreement to become a binding contract when three (3) copies are signed by the Business Representative of the Union and the Chief Executive Officer of a firm not a bargaining member of the Kentucky Sheet Metal Contractors' Association. One (1) signed copy of each such contract will be given to the Union, one (1) to SMART, and, one (1) to the Kentucky Sheet Metal Contractors' Association.

It is further understood and agreed that such signing of contract, commits the signatories to the jurisdiction and authority of the Local Joint Adjustment Board, the Joint Apprenticeship and Training Committee and such other Trusteeship and Committees that may be established by the Agreement.

Section 4. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations any party to this Agreement, upon service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereto, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

Section 5. If, pursuant to federal or state law, any provision of this agreement or any Addenda 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 6. By execution of this agreement the Employer authorizes the Kentucky Sheet Metal Contractors' Association to act as its collective bargaining representative for all matters relating to this agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

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

Representing Local Union #110  
SMART of Louisville, KY

Representing the Kentucky Sheet  
Metal Contractors' Association

\_\_\_\_\_  
Tony Herbert

\_\_\_\_\_  
Tim Barnett

\_\_\_\_\_  
Rich Colton

\_\_\_\_\_  
Don Ecken

\_\_\_\_\_  
Tony Schick

\_\_\_\_\_  
William Merrick

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Chris Miller

\_\_\_\_\_  
Dan Herman

**JUNE 2013**  
**THE KSMCA MEMBERSHIP ROSTER (for bargaining purposes)**

**Association Members**

A & A MECHAINCAL, INC.  
1101 Ulrich Avenue  
Louisville, KY 40219  
(502) 968-0164  
FAX: (502) 968-0170  
TYPE WORK: H I

KIRK & BLUM MANF  
1450 South 15<sup>th</sup> Street  
Louisville, KY 40210  
(502) 635-2655  
FAX: (502) 637-4687  
TYPE WORK: D I S

A & C SHEET METAL  
988 Swan Street  
Louisville, KY 40204  
(502) 636-6363  
FAX: (502) 635-1234  
TYPE WORK: H I

LOUDON SHEET METAL  
2218 Plantside Drive  
Louisville, KY 40299  
(502) 491-4370  
FAX: (502) 491-3319  
TYPE WORK: D H I S

AMERICAN VENTURE  
131 Dewey Drive  
Nicholasville, KY 40356  
(859) 885-0496  
FAX: (859) 885-0605  
TYPE WORK: D I S

MERRICK CONSTRUCTION  
P.O. Box 185  
Louisville, KY 40201  
(502) 448-7101  
FAX: (502) 448-4050  
TYPE WORK: A H I

BMI INDUSTRIAL SYSTEMS, INC.  
P.O. Box 9259  
Louisville, KY 40209  
(502) 367-8176  
FAX: (502) 367-8234  
TYPE WORK: A D H I

METRO SHEET METAL  
P.O. Box 19861  
Louisville, KY 40219  
(502) 368-5001  
FAX: (502) 368-5088  
TYPE WORK: H

CENTRAL KENTUCKY INDUSTRIAL  
3623 Irvine Road  
Richmond, KY 40475  
(859) 369-3221  
FAX: (859) 369-3223  
TYPE WORK: I

MIDWEST METAL WORKS, INC.  
921 Progress Blvd.  
New Albany, IN 47150  
(812) 981-0810  
FAX: (812) 981-0820  
TYPE WORK: I

DIVERSIFIED SHEET METAL, INC.  
4626 Illinois Avenue  
Louisville, KY 40213-1923  
(502) 456-1777 / 456-2090  
FAX: (502) 456-5502  
TYPE WORK: I

MITCHELL HOBBS & SONS  
3100 Vermont Avenue  
Louisville, KY 40211  
(502) 778-7344  
FAX: (502) 778-7346  
TYPE WORK: A D I

R & R INC. OF LOUISVILLE  
1725 Mellwood Avenue  
Louisville, KY 40206  
(502) 897-9705  
FAX: (502) 897-3056  
TYPE WORK: H I

SISCO SHEET METAL LLC.  
P.O. Box 1080  
Mt. Washington, KY 40047  
(502) 957-1253  
FAX: (502) 538-0678  
TYPE WORK: H I

RAY HAASE HEATING & AIR COND.  
441 Hoffman Drive  
Henderson, KY 42420  
(270) 826-6608  
FAX: (270) 826-6684  
TYPE WORK: H

TRI-STATE ROOFING & SHEET METAL  
P.O. Box 56  
Lexington, KY 40588-0056  
(859) 233-4546  
FAX: (859) 231-9747  
TYPE WORK: A

RICHARDS –KLEIN SHEET METAL  
3116 Millers Lane  
Louisville, KY 40216  
(502) 772-7600  
FAX: (502) 774-8325  
TYPE WORK: D H I S

WARD ENGINEERING  
P.O. Box 2498  
Louisville, KY 40201-2498  
(502) 637-6521  
FAX: (502) 635-5258  
TYPE WORK: H I

#### **TYPE WORK ABBREVIATIONS**

H = HVAC  
A = ARCHITECTURAL  
D = DUST COLLECTION  
I = INDUSTRIAL  
K = KITCHEN  
S = SPECIALTY

**Non-Association Bargaining Members**

A-1 Industrial Sheet Metal  
Alpha Mechanical Services  
Ingram Sheet Metal  
Louisville Mechanical Services  
Pine Tree Mechanical  
Rick's Industrial  
River City Sheet Metal  
Triangle Enterprises  
Vendome Copper and Brass Works

INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL, TRANSPORTATION

KENTUCKY SHEET METAL  
CONTRACTORS' ASSOCIATION

By: \_\_\_\_\_  
Tony Herbert – Business Manager

By: \_\_\_\_\_  
Denny Herberger – Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I have received a copy of the Working Agreement and agree to be bound by its terms and conditions. Whereas the Union has unequivocally requested recognition as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act of 1947, as amended, the Employer has granted and hereby grants such recognition for all bargaining unit employees. The Employer is satisfied that the Union has majority support based on the Union's production of, or offer to produce, contemporaneous with this Agreement, signed authorization cards demonstrating its majority support by current employees of the Employer.

SMART  
LOCAL NO. 110

\_\_\_\_\_  
Representing Local #110

\_\_\_\_\_  
Representing

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**INDUSTRIAL FABRICATING AND  
MANUFACTURING ADDENDUM  
TO THE  
STANDARD FORM OF UNION AGREEMENT  
(A-6-79)**

**ARTICLE I – (Scope of Work)**

Section 1. This Addendum covers the rates of pay and conditions of employment of all employees of the employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and non-ferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial processing or manufacturing job site and defined in Section 2 of this Article.

Section 2. Section 1 of this Article relates to the fabrication only, of air pollution control systems, noise abatement materials and all other industrial work including air conditioning, heating, ventilating, architectural sheet metal work and such other work as may be specifically included as covered under this addendum by mutual agreement of the parties.

Section 3. The Employer agrees that in all instances, he will attempt to secure work under this Article as the turnkey contractor to design, fabricate and install.

**ARTICLE II – (Erection or Installation of Company's Products)**

Section 1. The company agrees that it will follow procedure relative to the installation or erection of all products and/or equipment manufactured under this Agreement for use in the building and construction industry, and coming within the trade jurisdiction of journeymen members of the International Association of Sheet Metal, Air, Rail and Transportation workers.

A. Whenever the Company subcontracts such products and/or equipment it agrees to subcontract same to a contractor who employs journeymen sheet metal workers for this type of work.

B. Whenever the Company erects such work itself, it shall call upon the building and construction trades union affiliated with SMART having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wages and conditions of said local union.

C. Whenever the Company sells such products and/or equipment directly to a general or specialty contractor or an owner, it shall furnish the Union with information on all such products on a monthly basis. Such information shall include the type of products or equipment shipped, the date of shipment, name and address of consignee and/or location of delivery site.

Section 2. Installation or erection may be performed by building trade journeymen, apprentices, preapprentices, Residential Mechanics and Residential Trainees. CLASS B Industrial Shop Workers may be sent to the field, but then shall become Residential Mechanics and receive the same wages and fringes as specified for Residential Mechanics. Once promoted to a Residential Mechanic they may return to work in the shop but are always thereafter a Residential Mechanic.

**ARTICLE III – (Rates and Classifications)**

Section 1. Wage rates for industrial sheet metal workers covered by this addendum who perform any work specified in Article I of this addendum shall be the rate as set forth in this addendum with the exception of journeymen and apprentices on the payroll of the employer on the effective date of this addendum.

Section 2. Beginning June 1, 1995, Industrial Workers may start at seventy percent (70%) of the top Industrial Worker rate in effect at the time they start and will receive an increase of five percent (5%) every six (6) months for three years until such time they will be paid at the top Industrial Worker rate.

**CLASS A Building Trades Journeyman** All supervision, pattern layout and development, detailed drawings, blueprint, plan take off, set-up mechanic, plus all work listed below.

**CLASS B Industrial Shop Worker** Work included in this classification is any shop work except work specified above to be performed by CLASS A Building Trades Journeyman. Industrial workers will always work under the supervision of a journeyman.

## **ARTICLE IV – (Union Security)**

Section 1. The Union agrees that membership in the Union will be made available on an equal basis to industrial workers only without discrimination.

Section 2. All employees covered by this Agreement shall be required, as a condition of employment, to become and remain members of the Union during the terms of this Agreement. All employees shall make application for membership in the Union within eight (8) days following the effective date of this Agreement or the beginning of their employment, whichever is later, subject to the provisions of the Labor Management Relations Act of 1947, as amended.

Section 3. Upon receipt of written notice from the Union that an employee has not acquired or maintained membership therein as provided for in this section, the company shall immediately discharge such employee, and such employee shall not be reemployed during the life of this Agreement unless, or until, he or she complies with the provisions of this section.

Section 4. Upon receipt of a signed individual authorization from any employee covered under this Agreement, the company shall withhold from such employee's earnings, payment for union dues and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee and promptly remitted to the Financial Secretary of the Union together with a list of the names of the employees to whom said monies are to be credited. Should any employee have no earnings due him on the first pay day of any month, deductions shall be made from the next succeeding pay of employee.

Section 5. The Employer agrees to notify the Union when additional or replacement CLASS B Industrial Workers are needed. The Union agrees to furnish these workers upon a non-discriminatory basis when so notified within forty-eight (48) hours after receiving the request from the Employer. Such workers shall have been previously employed as CLASS B Industrial Workers for an employer signatory to this Addendum who have been laid off due to lack of work and will begin to work at the same rate of pay that they received when laid off. The decision with regard to the hire and tenure of all employees shall be made by the Employer.

## **ARTICLE V – (Hours of Work – Overtime) (Industrial Shop Workers)**

Section 1. The regular working day shall conform to the basic SFUA and all full or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate as established in Article III by classification. All work performed outside the regular working hours and performed during the regular work week and all work performed on Saturdays shall be 1 ½ times the regular rate except as provided in Sections 2 and 3 of this Article.

Section 2. All work performed on Sundays and holidays, as well as all work performed after ten (10) consecutive hours in the shop, shall be paid for at two (2) times the employees' regular hourly rate of pay.

Section 3. In the event shift work is/or becomes necessary, workers shall receive a shift premium of one dollar and fifty cent (\$1.50) per hour for all hours worked.

Section 4. Employees, if requested by the employer to report for work and not put to work, shall receive two (2) hours pay provided:

- (a) The employee reports to the place of employment and is physically able to do his job.
- (b) The employee does not leave sooner of his own accord.
- (c) The employee is not sent home due to reasons beyond the employer's control, such as acts of God, fire, power failure, strikes, etc.

Section 5. Wages at the established rates specified herein shall be paid in cash or check in the shop or on the job at or before quitting time on Friday of each week, and no more than one (1) week's pay shall be withheld. Pay due discharged employees must be available at employer's shop within two (2) working days or mailed to discharged employee's last known address with a postmark within two working days. If not, said discharged employee shall receive an additional two (2) hours pay. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally.

## **ARTICLE VI – (National Pension Plan)**

Employer agrees to pay to the Sheet Metal Workers' National Pension Fund for each employee covered by the said Collective Bargaining Agreement, according to the Standard Form of Participation Agreement the hourly amount as specified in the latest Wage and Fringe Benefit Schedule.

## **ARTICLE VII – (Fringe Benefits)**

### **Section 1. Holidays (Industrial Shop Workers Only) "B" Employees**

A. The seven following days are to be considered holidays for which Industrial Shop Workers will be paid their regular shop rate times eight (8) hours.

1. New Year's Day
2. Memorial Day
3. July 4<sup>th</sup>
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving
7. Christmas Day

B. In order to receive holiday pay, an employee must have completed thirty (30) days of employment and must have worked the entire scheduled work day immediately preceding the holiday or day celebrated as the holiday and entire scheduled work day immediately following the holiday or day celebrated as the holiday, unless the absence from work was due to confirmed sickness or injury or the employee was excused three (3) working days prior to the holiday.

C. If one of the above seven holiday falls on a Saturday or Sunday the employer will:

1. Observe the previous Friday as a holiday if holiday occurs on Saturday
2. Observe the succeeding Monday as a holiday if holiday occurs on Sunday

### **Section 2. Vacation (Industrial Shop Workers Only) "B" Employees**

A. The employer shall grant Industrial Shop Workers, who have worked fifteen hundred (1500) hours between June 1 and May 31, a vacation of one (1) week with forty (40) hours pay. The employer shall grant to Industrial Shop Workers who have been continuously employed for three (3) years or more and who have worked fifteen hundred (1500) hours between June 1 and May 31 of any year, a vacation of two (2) weeks with eighty (80) hours pay. The employer shall grant to Industrial Shop Workers who have been continuously employed for ten (10) years or more and who have worked fifteen hundred (1500) hours between June 1 and May 31 of any year, a vacation of three (3) weeks with one hundred and twenty (120) hours pay. Time of vacation to be mutually agreed upon between employees and employer. Notice of intention to take vacation must be given at least thirty (30) days in advance.

Industrial Shop Workers who work for more than one employer between June 1 and May 31 in any given year will accrue paid vacation at the rate of one day (eight hours pay) for each three hundred (300) hours worked for an employer.

If separation of employment occurs, employer will pay all accrued vacation due to the employee as per language of Article V, Section 5 of this addendum. Time of service as an Industrial Worker follows the employee.

B. Lost time due to illness or injury shall count as time worked toward the fifteen hundred (1500) hours for vacation calculation provided acceptable medical verification has been received by the employer and also provided the length of absence does not exceed six (6) months.

### **Section 3. Health and Welfare (Industrial Shop Workers Only) "B" Employees**

Employers agree to pay health and welfare benefits to the SMWIA Local #110 Welfare Trust Fund as provided in the latest Wage and Fringe Benefit Schedule.

Section 4. The employer agrees to contribute to the SMART Local 110 Education and Training Trust Fund as provided for in the latest Wage and Fringe Benefit Schedule.

## **ARTICLE VIII (Promotion Fund Industrial Worker)**

Employer shall pay the KSMCA Industry Fund the Amount Specified in the latest Wage and Fringe Benefit Schedule for each hour worked for all employees of the employer covered by this Agreement.

Payment shall be made on or before the 20th day of the succeeding month to the KSMCA Industry Fund, P.O. Box 17321, Louisville, KY 40217.

All of these payments should be used solely for the promotion of the Industrial and air pollution industry. No part of these payments shall be used for political or anti-union activities.

### **ARTICLE IX – (Payment of Fringe Benefits)**

All fringe benefit payments are due and payable by the 10<sup>th</sup> of the month for hours worked during the preceding months. Payments and reports not received by the 20<sup>th</sup> are subject to liquidated damages equal to 2% per month for each month or portion thereof for which they are delinquent.

### **ARTICLE X (Standard Form of Union Agreement)**

The employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement, including Article X, or local basic agreement with the exception of those Articles, Sections or provisions specifically altered or amended by this Addendum.

Beacon Community Credit Union  
7910 National Turnpike  
Louisville, KY 40214  
Telephone: (502) 366-6022  
Toll Free: 1-800-363-6022  
Fax: (502) 366-6297

Kentucky Sheet Metal Joint Apprenticeship Committee  
810 North English Station Road  
Louisville, KY 40223  
Telephone: (502) 245-2412  
Fax: (502) 245-6070

SMART Local Union #110  
Business Office  
7711 Beulah Church Road  
Louisville, KY 40228  
Telephone: (502) 231-2540  
Fax: (502) 231-2565  
Toll Free: 1-800-230-2540

Kentucky Sheet Metal Contractors' Association  
P.O. Box 17321  
Louisville, KY 40217  
Telephone: (502) 636-2556  
Fax: (502) 636-1397



**JOURNEYMAN RATE EFFECTIVE JUNE 1, 2013**

WAGES	28.66
HEALTH & WELFARE	7.13
PENSION	8.99
LOCAL ED FUND	0.45
INDUSTRY FUND	0.35
ITI	0.12
NEMI	0.03
SMOHIT	0.02
SASMI	1.34
<b>TOTAL PACKAGE</b>	<b>\$47.09</b>

Future increases (breakdown to be determined)

12/1/13	.41	TBD	12/1/14	.42	TBD	12/1/15	.43	TBD	12/1/16	.43	TBD
6/1/14	.63		6/1/15	.67		6/1/16	.72		6/1/17	.77	
									12/1/17	.43	TBD

DEDUCTIONS: BASED ON TOTAL HOURS

	<b>J-MAN</b>	<b>APP</b>
Y TO Y	0.15	0.00
WORK PRESERVATION	0.50	0.50
CHECK-OFF	<u>0.16</u>	<u>0.16</u> (check-off now includes \$.11 per cap)
TOTAL DEDUCTIONS	\$0.81	\$0.66 PER HOUR WORKED

VACATION \$1.25 PER HOUR WORKED FOREMAN RATE \$1.95 GENERAL FORMAN RATE \$2.95

**APPRENTICES INDENTURED AFTER TO JUNE 1, 2006**

	72% APP	64% APP	56% APP	48%APP
WAGES	20.64	18.34	16.05	13.76
HEALTH & WELFARE	6.04	5.94	5.78	5.69
PENSION	6.47	5.75	5.03	4.32
LOCAL ED FUND	0.45	0.45	0.45	0.45
INDUSTRY FUND	0.35	0.35	0.35	0.35
ITI	0.12	0.12	0.12	0.12
NEMI	0.03	0.03	0.03	0.03
SMOHIT	0.02	0.02	0.02	0.02
SASMI	0.99	0.90	0.81	0.71
<b>TOTAL PACKAGE</b>	<b>\$35.11</b>	<b>\$31.90</b>	<b>\$28.54</b>	<b>\$25.45</b>

Future Increases	12/1/13	.37	.36	.35	.34
	6/1/14	.46	.41	.36	.30
	12/1/14	.38	.37	.36	.35
	6/1/15	.48	.43	.37	.32
	12/1/15	.39	.38	.37	.36
	6/1/16	.52	.46	.41	.34
	12/1/16	.39	.38	.37	.36
	6/1/17	.55	.49	.43	.37
	12/1/17	.39	.38	.37	.36

## APPRENTICES INDENTURED AFTER TO JUNE 1, 2010

84%APP   80% APP   76% APP   72% APP   68%APP   64%APP   60% APP   56% APP   52%APP   48%APP

WAGES	24.07	22.93	21.78	20.64	19.49	18.34	17.20	16.05	14.90	13.76
HEALTH & WELFARE	6.15	6.18	6.01	6.04	5.91	5.94	5.77	5.78	5.66	5.69
PENSION	7.55	7.19	6.83	6.47	6.11	5.75	5.39	5.03	4.67	4.32
LOCAL ED FUND	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
INDUSTRY FUND	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
ITI	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
NEMI	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
SMOHIT	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
SASMI	1.13	1.09	1.04	0.99	0.95	0.90	0.85	0.81	0.76	0.71

**TOTAL PACKAGE    \$39.87   \$38.36   \$36.63   \$35.11   \$33.43   \$31.90   \$30.38   \$28.64   \$25.96   \$25.45**

Future Increases	12/1/13	.40	.39	.38	.37	.37	.36	.35	.35	.34	.34
	6/1/14	.53	.51	.48	.46	.43	.41	.38	.36	.33	.30
	12/1/14	.41	.40	.39	.38	.38	.37	.36	.36	.35	.35
	6/1/15	.56	.53	.51	.48	.46	.43	.40	.37	.35	.32
	12/1/15	.42	.41	.40	.39	.39	.38	.37	.37	.36	.36
	6/1/16	.61	.58	.55	.52	.49	.46	.44	.41	.38	.34
	12/1/16	.42	.41	.40	.39	.39	.38	.37	.37	.36	.36
	6/1/17	.65	.61	.58	.55	.52	.49	.46	.43	.40	.37
	12/1/17	.42	.41	.40	.39	.39	.38	.37	.37	.36	.36

DEDUCTIONS: BASED ON TOTAL HOURS

Y TO Y	0.00
WORK PRESERVATION	0.50
CHECK-OFF	<u>0.16</u> (check-off now includes \$.11 per cap)
TOTAL DEDUCTIONS	\$0.66 PER HOUR WORKED

VACATION        \$1.25 PER HOUR WORKED

ALL CHECK-OFF DEDUCTIONS ARE SUBJECT TO FUTURE INCREASES IMPOSED BY THE INTERNATIONAL.



	<b>RESIDENTIAL MECHANIC</b>	<b>FIRST YEAR RESIDENTIAL TRAINEE</b>	<b>SECOND YEAR RESIDENTIAL TRAINEE</b>
WAGES	14.33	10.00	11.00
HEALTH & WELFARE	6.17	6.02	6.01
PENSION	3.80	2.65	3.04
LOCAL ED FUND	0.45	0.34	0.34
INDUSTRY FUND	0.35	0.35	0.35
ITI	0.12	0.12	0.12
NEMI	0.03	0.03	0.03
SMOHIT	0.02	0.02	0.02
SASMI	0.73	0.56	0.60
<b>TOTAL PACKAGE</b>	<b>\$26.00</b>	<b>\$20.09</b>	<b>\$21.51</b>

Future Increases	12/1/13	.40 TBD	.35 TBD	.35 TBD
	6/1/14	.27	.19	.22
	12/1/14	.41 TBD	.36 TBD	.36 TBD
	6/1/15	.28	.20	.22
	12/1/15	.42 TBD	.27 TBD	.37 TBD
	6/1/16	.30	.21	.24
	12/1/16	.42 TBD	.37 TBD	.37 TBD
	6/1/17	.33	.23	.26
	12/1/17	.42 TBD	.37 TBD	.37 TBD

DEDUCTIONS: BASED ON TOTAL HOURS

	<b>RESIDENTIAL</b>	<b>1<sup>ST</sup> &amp; 2<sup>ND</sup> YEAR TRAINEES</b>
Y TO Y	0.07	0.00
WORK PRESERVATION	0.25	0.25
CHECK-OFF	<u>0.14</u>	<u>0.14</u>
TOTAL DEDUCTIONS	\$0.46	\$.39
VACATION	\$1.25	.00

	<b>INDUSTRIAL WORKER</b>	<b>PRE APPRENTICE</b>	<b>CLASSIFIED WORKER</b>
WAGES	15.10	9.88	9.88
HEALTH & WELFARE	6.10	5.88	5.88
PENSION	1.37	0.45	0.45
LOCAL ED FUND	0.10	0.05	
INDUSTRY FUND	0.35	0.35	0.35
ITI			
NEMI			
SASMI			
<b>TOTAL PACKAGE</b>	<b>\$23.02</b>	<b>\$16.61</b>	<b>\$16.56</b>

Future Increases	12/1/13	.40 TBD	.40 TBD	.40 TBD
	6/1/14	.10	.03	.03
	12/1/14	.41 TBD	.30 TBD	.30 TBD
	6/1/15	.10	.03	.03
	12/1/15	.42 TBD	.36 TBD	.36 TBD
	6/1/16	.11	.04	.04
	12/1/16	.42 TBD	.36 TBD	.36 TBD
	6/1/17	.12	.04	.04
	12/1/17	.42 TBD	.36 TBD	.36 TBD

DEDUCTIONS: BASED ON TOTAL HOURS

	<b>INDUSTRIAL</b>	<b>PRE-APP</b>	<b>CLASSIFIED</b>
Y TO Y	0.07	0.00	0.00
WORK PRESERVATION	0.25	0.00	0.00
CHECK-OFF	<u>0.14</u>	<u>0.11</u>	<u>0.11</u>
TOTAL DEDUCTIONS	\$0.46	\$.11	\$0.11 PER HOURS WORKED
VACATION	.00	.00	.00 PER HOURS WORKED
SERVICE FEE		\$0.125	\$0.125 PER HOURS WORKED