

NWRC of SMART Local 103

Montana CBA

July 1, 2024
to
June 30, 2027



**STANDARD FORM OF UNION
AGREEMENT A-08-11
Sheet Metal, Roofing, Ventilation and Air Conditioning Contracting Divisions of the
Construction Industry**

Agreement entered into the 1st day of July 01, 2024 by and between The Montana Chapter of SMACNA, and each business established individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and N.W.R.C. of SMART Local Union No. 103 of the Sheet Metal, Air, Rail, and Transportation (SMART) Workers International Association referred to as the Union for the State of Montana.

ARTICLE I

SECTION 1. This agreement covers the rates of pay and conditions of employment of all employees of the employer engaged in but not limited to:

- (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 there with;
- (b) all lagging over insulation and all duct lining;
- (c) testing and balancing of all air-handling equipment and duct work;
- (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, whether manually drawn or computer assisted;
- (e) metal roofing; and
- (f) all other work included in the jurisdictional claims of SMART

ARTICLE II

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

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

ARTICLE III

SECTION 1. The Employer agrees that none, but journeyman, classified, apprentice and mechanical helper sheet metal workers shall be employed on any work described in Article I and, further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, classified, apprentice and mechanical helper sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. (See Addendum I Article II)

ARTICLE V

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

SECTION 2. 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 a 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 this Article shall be deemed to be of no force and effect in any State to the extent to which the making or enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involve employees immediately upon compliance with such conditions. (See Addendum 1 Article III)

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between seven a.m. (7:00 a.m.) and five-thirty p.m. (5:30 p.m.) and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Where conditions warrant, the regular workday 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 Local Union and Employer. (See Addendum #1) Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular workweek, shall be as provided in Addendum 1, Article IV.

A make-up day may be scheduled for work missed, when mutually agreed between the Employee and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day (See Addendum 1, Article IV) or days locally observed as such, and Saturday and Sunday shall be recognized as holidays.

Work performed on the day after Thanksgiving shall be paid at time and one half when the day before is also worked. All work performed on holidays shall be paid as provided in Addendum 1, Article IV.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the employer to the local union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in Addendum 1, Article IV. Energy conservation-retrofit work performed outside the regular workday in occupied buildings shall be performed under occupied building conditions provided in Addendum 1 Article IV.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of forty-five (45) miles employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time.

As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an employer sends an employee to perform work outside the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally. (See Addendum 1 Article V).

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographical location or to create artificial barriers against out-of-area contractors.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this agreement shall be as provided by Addendum #1, Schedule A, except as hereinafter specified in Section 2 of this Article. (See also Addendum 1, Articles VI, VII, and VIII)

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, classified workers, apprentices and/or mechanical helpers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other 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 job site Union shall be paid to all employees employed on such work in the home shop or sent to the job site.

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

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

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

SECTION 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that the journeymen sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 6. 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 Employer deems necessary, both of whom shall be from the employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed.

Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel, time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of 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 7. In applying the provisions of Section 2, 5 and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

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

SECTION 9. Wages at the established rates specified herein shall be paid weekly by cash or check in the shop or on the job at or before quitting time on regular pay periods each week, and no more than four (4) days pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full. (See Addendum 1 Article IX)

SECTION 10. Journeymen sheet metal workers who report to work by direction of the employer, and are not placed to work, shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control. (See Addendum 1 Article X)

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.

SECTION 12.

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

(b) The Employer shall pay the Sheet metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees as outlined on the Montana Schedule A wage sheet. The IFUS trustees shall notify SMART of any changes to the established contribution rate prior to such becoming effective. The employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the employer covered by this Agreement.

Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1219, or for the purpose of transmittal through Northwest Sheet Metal Workers Health and Welfare Trust, P.O. Box 5433, Spokane WA 99205.

(c) The IFUS shall submit to SMART not less often than semi-annually written reports describing accurately, and in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed specified information in regard to IFUS activities; or its receipts and/or expenditures shall be furnished to the SMART upon written request.

(d) Grievances concerning the use of IFUS funds for the purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by SMART directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceedings result in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairpersons of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

SECTION 13.

(a) Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, -research and promotion, such programs serving to expand the market for 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 Sheet Metal and Air Conditioning Contractors Industry Fund of Montana (hereafter referred to as the local industry fund), the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union of any change becoming effective. The employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal electronically or through the National Benefits Fund.

Effective as of the date of this Agreement the Employers shall contribute to the National Energy Management Institute Committee (NEMIC). Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of NEMIC or for the purposes of collection and transmittal electronically or through the National Benefits Fund.

Effective as of the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's trustees such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially sufficient.

In the event such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for the purposes of collection and transmittal electronically or through the National Benefit Funds.

The parties authorize the trustees of all National Funds as defined below to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittance electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, SMW National Pension Fund, SASMI, SMW National Health Plan, SMWIA Scholarship Fund, SMW National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements or plan documents as made from time to time and hereby designate as their representatives on the Board of Trustees such trustee as are named together with any successors who may be appointed pursuant to said agreements and/or documents.

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

SECTION 17 .

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

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

(b) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals.

Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months.

SECTION 18. The Employer and the Union understand recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to (NPF) will notify the parties of the Fund's status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The parties agree that any schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the pension fund that has issued NPF under that schedule.

It is undesirable to pay a surcharge upon pension contributions or face other undesirable consequences for failure to adopt a schedule with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes Trustees of the Fund furnish the Employer and the Union with alternative schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

ARTICLE IX

SECTION 1. Journeymen, classified, apprentice, and mechanical helper sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto. (See Addendum 1, Article XI)

SECTION 2. Journeymen, classified, apprentice, and mechanical helper sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or

materials from the shop to job, from job to job, or from job to shop; facilities for such transport to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE X

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

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

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

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board.

The Board shall consist of representatives of the Union and of the Local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a panel, consisting of one (1) representative appointed by the Management Co-Chairperson of the National Joint Adjustment Board and one (1) representative appointed by the labor Co-Chairperson of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board. All correspondence to the National Joint Adjustment Board shall be sent to the following address: P.O. Box 220956, Chantilly, VA 20153-0956 or 4201 Lafayette center drive, Chantilly VA 20151-1209. 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, this decision of the Panel shall be final and binding. Notwithstanding the provisions of Paragraph 1 of this Section, an Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairpersons 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 applicable state and federal law.

If the party seeking to enforce the awards prevails in litigation, such party shall be entitled to its costs and attorneys' 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 of attorneys' fees of the opposing party in the legal proceedings.

All correspondence to the NJAB shall be sent to the following address:
 National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956
 OR
 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.

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

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

(a). Should the negotiations for 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-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues.

They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

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

(b). Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time.

The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.

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

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

SECTION 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for cost 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, the International Association of Sheet Metal, Air, Rail and Transportation, 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 duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee. See the Declaration of Trust of the Montana State JATC, and the Apprenticeship and Training Standards of the Sheet Metal Industry registered with the State of Montana. Said Joint Apprentice and training Committee shall formulate and make operative such rules and regulations as they deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement. (See the Trust Document and the State JATC Standards referenced above.)

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

(a) The parties will review the needs for journeyman continuing education and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a local JATC.

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

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices in accordance with ratios in Addendum 1 Article XII (f). Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of four (4) years/ 6400 hours and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

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

First Year	1 st half – 60%	2 nd half – 65%
Second Year	1 st half – 70%	2 nd half – 75%
Third Year	1 st half – 80%	2 nd half – 85%
Fourth Year	1 st half – 90%	2 nd half – 95%

And benefits as provided in Addendum 1 Schedule A.

SECTION 7. The parties will establish on a local basis SMART Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check-off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same. (See Addendum 1, Article VIII)

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to continue concentrated training during the term of this Agreement.

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

SECTION 9. The parties agree that career-long journeyman continuing education is necessary for an effective workforce and agree to undertake those measures available to them for continuing education for sheet metal journeymen.

ARTICLE XII

SECTION 1. Sheet metal workers shall complete OSHA 10 or OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local Joint Apprenticeship and Training Fund.

SECTION 2. The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated reasonable suspicion, post accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

ARTICLE XIII

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 mechanical helpers in accordance with ratios in Addendum 1 Article XII. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said employer is entitled to any mechanical helper. Thereafter, the same conditions and ratios shall apply. In the event the Employer is entitled to employ a mechanical helper and the JATC fails to comply with the Employer's written request to furnish a mechanical helper within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

The wage scale for mechanical helpers shall be fifty percent (60%) of the wage rate of journeymen sheet metal workers, plus benefits as provided in Addendum 1 Schedule A. (see Addendum 1 article XII)

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any mechanical helper being reclassified shall experience no break in benefits coverage.

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

SECTION 1. This Agreement and addenda Numbers One (1) and two (2) attached hereto shall become effective on the 1st day of July, 2024 and remain in full force and effect until the 30th day of June, 2027 and shall continue in force from year to year thereafter unless written notice of re-opening is given not less than ninety (90) days prior to the expiration date. In the event such notice of re-opening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that if this Agreement contains Article X, Section 8, it shall continue in force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service

of notice to all other parties hereto, shall have this Agreement re-opened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike of lockout over this issue.

SECTION 4. Each employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement or during the term of extension, modification or amendment of this Agreement. This shall be effective during the entire term of any CBA that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

SECTION 5. By execution of the Agreement the Employer authorizes SMACNA 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 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.

This Standard form of Union Agreement has provided for the inclusion of Mechanical helpers and a reduction to the wage schedule for apprentices. The purpose of this is to make contractors more competitive with non-union competition. To achieve that objective, Employers agree to minimize multiple mark-ups.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by SMART and the Sheet Metal and Air Conditioning Contractors' National Association, Inc.

In establishing such a recommended contract form, neither 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 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.

Montana SMACNA

N.W.R.C. of SMART Local # 103

Signature of Officer or Representative

Signature of Officer or Representative

WORKING AGREEMENT
BETWEEN
N.W.R.C. of SMART LOCAL #103
ADDENDUM #1
SCOPE OF AGREEMENT

It is mutually agreed and understood that the Standard Form of Union Agreement, Form No A-08-11 is to be the basis of our agreement and the following provisions shall be Addendum #1 and part of the Agreement. Providing that if and when a new Standard Form of Union Agreement is issued, any new articles or sections shall be negotiated at such date.

ARTICLE I

(See Article IV, Section I of the Standard Form of Union Agreement)

HIRING

It is mutually agreed among the parties hereto that the following rules and conditions shall govern all referrals of applicants for employment for all positions within the scope of the agreement currently in effect between the parties and shall supersede any provisions which may be contained in the said agreement.

(1) In the event the Union is unable to supply qualified workers to fill the request of the employer, (per Article IV Section 1 of the Standard Form of Union Agreement), the employer may after forty-eight (48) hours procure workers from other sources provided that in such cases the employer shall, within forty-eight (48) hours furnish the Union, in writing, the name, Social Security number and date of hire of such employees. The forty-eight hours herein mentioned shall be exclusive of Saturdays and Sundays and recognized holidays.

(2) Except that one shop may borrow men from another shop for short jobs provided the Area out-of-work list is clear.

(3) The Union shall select and refer members for employment without discrimination against such members by reason of or in any way affected by Union membership, by-laws, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements.

(4) Referrals shall be on the first in, first out basis. Exception: In situations where lack of qualifications of a member prohibits manning of the job with qualified personnel, the next qualified member upon the list shall be dispatched.

(5) Sheet metal workers may be dispatched to a job only by a recognized and legitimate sheet metal contractor. Such a contractor will maintain a recognized place of business which complies with ordinances, laws, or regulations concerning safety as well as health and sanitation.

This includes toilets, washrooms, listed telephone, and adequate lighting as required by city and/or government agencies, and contains sheet metal tools necessary for his line of work.

(6) Only one (1) employer in a firm shall use tools to perform work covered by this Agreement and then only in the home shop and only during regular day shift working hours.

(a) Said working employer must be so designated at the time of signing this agreement.

(7) Specialty contractors that are signatory to this Agreement may employ sheet metal workers direct from the Union. Specialty agreements may be signed with other contractors when specialty items have not been bid at original bidding to preserve sheet metal workers jurisdiction.

(8) All requests for employees, as per Article IV, Section 1 of the Standard Form of Union Agreement, shall be through N.W.R.C. of SMART Local #103 office only.

(9) Dispatching of workers shall be as follows:

(a) From area of request first

(b) Those available from other areas within the jurisdiction of SMART Local # 103 (see Subsistence section)

(c) Out-of-state workers (see Subsistence section)

(10) A member of Local #103 must have lived at least six (6) months in a dispatch area to be considered from that dispatch area.

(11) Any worker who has not previously worked in Local #103's jurisdiction shall establish residence in the following manner:

The worker must work 1200 hours under this agreement and reside within an area for one (1) year to establish a permanent position on the Area and State lists. This does not apply to apprentices indentured within the State of Montana.

(12) It is the policy of the Union and the Employer to ensure that the legal rights of all employees are upheld with respect to their employment regarding race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental disability, and sex, including sexual harassment.

ARTICLE II

(See Article V, Section 1 of the Standard Form of Union Agreement)

Union Security and Union Representation

- (1) Each of the employees covered by this Agreement shall, as a condition of employment, be a member or shall apply for membership in the Union not later than the eighth (8th) day following the effective date of the Agreement or not later than the eighth (8th) day of his employment, whichever is later, and each fore-mentioned employee shall, as a condition of continued employment, remain a member of the Union in good standing to the extent authorized by the Labor-Management Relations Act of 1947. The eight (8) day herein mentioned shall be accumulated employment for one or more employers within the bargaining unit.
- (2) The Union will notify the Employer by letter that an employee covered by this Agreement is not in compliance with this Addendum, and the Employer shall discharge or otherwise cause termination of employment of such employee within forty-eight (48) hours of receipt of such letter.
- (3) Union Representation:
 (a) The representative of the Union shall be allowed access to any shop or job at any reasonable time where journeymen are employed under the terms of this Agreement.
- (4) Stewards: Stewards shall be a working journeyman and will be either a shop or job steward. He shall assist whenever possible in adjusting minor differences which arise regarding interpretations or applications of the provisions of this Agreement. He shall handle minor grievances when possible, with the owner/manager and shall report all grievances to the Union office. He shall be allowed a reasonable amount of time and freedom of movement to perform his duties. Stewards shall not be discriminated against by the Employer in the performance of his duties stated herein. The Union shall appoint the Steward and the Employer shall be notified as to the appointment. Before any grievance can be filed against a shop owner or manager, a meeting must be held between the Union, shop owner and/or manager in an effort to resolve the issue. Management is obligated to meet within seven (7) days of request.

ARTICLE III

(See Article VI, Section I of the Standard Form of Union Agreement)

Hours of Work

OVERTIME- The following provisions shall govern hours of work and overtime hours.

- (1) The normal work week schedule shall be from 7:00 a.m. to 5:30 p.m. Monday through Friday.
- (2)
- (a) In the event of an out-of-town job, daily hours may be flexible as arranged by the employees and the contractor.
- (b) Overtime at the rate of time and one-half (1 ½) will be allowed up to two hours per day, ten (10) hours per week Monday through Friday, in the shop or in the field.

- (c) Work performed on Saturday shall be paid at time and one-half (1 ½) times the regular rate of pay for the first four (4) hours. Work performed on Saturday in excess of four (4) hours shall be paid at two (2) times the regular rate of pay.
 - (d) No person shall work more than ten (10) hours per week at time and one-half.
- (3) Service work in the heating branch of the Sheet Metal Industry shall be at the rate of time and one-half (1½) for overtime during the regular work week and up to eight hours on Saturday and double (2) time for overtime on Sunday. All employees scheduled to work Standby/On-call shall receive two (2) hours wages and benefits at regular rate of pay per day on call when zero (0) hours worked.
 - (4) All other overtime work (Holidays, etc.) to be at double (2 times) the regular rate of pay. Overtime work at Missile and industrial job sites shall be at double (2 times) the regular rate of pay, except as provided under "Composite Crew" and "Shift Work" sections.
 - (5) It is agreed that in the event workdays or hours are changed by state and federal laws, the Labor-Management Committee will meet on the matter.
 - (6) Any time an employee is required to work in excess of four (4) hours overtime following a regular shift, he shall be provided with a hot meal by the Employer with a reasonable amount of time to eat. It is also understood that for each additional four (4) hours of overtime the employee shall be provided for in the same manner. No monies shall be accepted in lieu of meals.

OCCUPIED BUILDINGS.

- (1) When necessary to remodel a building that is occupied during normal work hours so that work has to be done Monday through Friday after normal working hours, the wage scale shall be fifteen percent (15%) premium over and above the regular hourly rate for journeymen. This work will only be allowed through mutual agreement between the contractor, and the employee. (See Article VI, Section 4 of the Standard Form of Union Agreement.)

INDUSTRIAL PROJECTS.

When working any industrial project that is covered by any Local Project Labor Agreement or National Maintenance Agreement the wages shall increase by ten(10) percent over those listed on Schedule A. Benefits shall be paid as listed on Schedule A.

COMPOSITE CREW

- (1) A sheet metal worker when required to work as part of a composite crew, on missile or industrial type work shall receive the highest wage scale and working conditions of the crafts involved. (Composite crew means working with one or more crafts in accordance with the International Agreement with other crafts.)

SHIFT WORK

- (1) Shift work will be allowed only upon mutual agreement between the Employer and the Union and not less than five (5) full days shall constitute a shift, regardless of the number of hours of the job.

The evening shift shall receive fifteen percent (15%) premium over the regular wage for all work performed after 5:30 p.m.

The graveyard shift shall receive twenty percent (20%) premium over regular wages for all work performed after 12:00 a.m.

Split shifts shall be paid appropriately when divided between shifts.

An employee shall receive a minimum of (8) eight hours off work between shifts.

HOLIDAYS

- (1) New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, or days locally observed as such and Saturday (except for as provided in Addendum 1 Article IV paragraph 1C) and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: All work on holidays shall be paid two (2) times the regular rate of pay. Thanksgiving Friday shall be paid at time and one-half when the day before Thanksgiving is worked. Good Friday and Presidents Day are optional for both the shop and the member. When a holiday listed above falls on a Sunday, the following day, Monday, will be declared a holiday. When a holiday listed above falls on a Saturday, the previous day, Friday, will be declared a holiday. (For any week which contains a holiday, four, ten-hour days may be worked during the normal work hours at the regular rate of pay, any work performed on the holiday will be paid at the holiday rate.) (See Article VI Section 2 of the Standard Form of Union Agreement)
- (2) On out-of-town subsistence projects when a holiday falls on Tuesday, Wednesday or Thursday, if a sheet metal worker works the day before and the day after the holiday, he shall be paid for the holiday at the regular wage rate based on eight (8) hours; provided, however, that the job was accessible to the employee.
- (3) For the purposes of this section, a job may not be deliberately closed the day before or the day after a holiday to avoid holiday pay.

ARTICLE IV

(See Article VII, Section 2 of the Standard Form of Union Agreement)

SUBSISTENCE

- (1) Any member of N.W.R.C. of SMART Local #103 shall receive subsistence based on the following zone method from the designated dispatch points to the job site or shop receiving his services.
- (2) Out-of-state sheet metal workers or those from distant areas shall be considered as coming from the closest dispatch point to their employer or to the job site.
- (3) Each signatory contractor shall have a free zone (Zone #1) of forty-five (45) road miles from his home shop, for regular employees, and from the dispatch point of other cities closest to his job site for any additional employees for that project.
- (4) Shops established on or near the job site after bidding or job awards shall not be considered permanent shops for the duration of the job.
- (5) Out-of-state contractors shall use the closest dispatch point to the job site as the dispatch point.
- (6) Dispatch points shall be as follows:

<u>City</u>	<u>Dispatch Point</u>
Billings	Labor Temple
Bozeman	Labor Temple
Butte	City Hall
Great Falls	Labor Temple
Havre	City Hall
Helena	Union Office
Missoula	Labor Temple
Kalispell	Labor Temple

City Hall shall be the dispatch point for all other cities with signatory contractors (with permanent shops) for their dispatch only.

City Hall shall be the dispatch point for all members who have established a permanent residence in cities when dispatch points are not listed under (6) above. This shall apply to the area of their residence and they may have first preference.

7) Daily Subsistence shall be paid as listed below:

When an employee is sent out of town for work a 24 hour notice shall be required. When an employee is assigned and unable to work they shall give the employer a 24 hour notice.

- A) (0-45 miles) shall be a free-zone.
- B) (46-65 miles) shall be paid \$35 travel per day worked.
- C) Above 65 miles shall be paid at \$155 per day worked. Increased to \$160 July 1 2025 and to \$170 July 1 2026. When less than half of the shift is worked, the member will not receive any subsistence. When half of the shift or more is work but not a full day, the subsistence may be pro-rated. If sent home through no fault of the employee, a full days subsistence shall be paid. If a holiday falls within the scheduled week it shall be considered a day worked for subsistence purposes only.

- D) When housing is provided the subsistence shall be reduced to \$40 per day worked. Increased to \$45 July 1 2025 and to \$50 July 1 2026. The contractor has the option to provide housing on any project. The employee has the option to stay in provided housing or receive full subsistence. There are no requirements to provide housing.
- E) When an employee is driving or riding in a company vehicle and returns home the same day, drive time shall be paid both ways, and there shall be no subsistence paid. Drive time will be at straight time and there shall be no benefits paid for drive time. Drive time will be outside of the regular shift.

Reduced subsistence will not apply in cases of job closure due to no fault of the employer, weather, or justifiable emergency.

Parking - Employer shall provide parking space or reimburse employee for actual parking expenses.

ARTICLE V

(See Article VIII, Section 1 of the Standard Form of Union Agreement)

FOREMEN, GENERAL FOREMEN

- (1) It is the intent of both parties to this Agreement that the term "foreman" shall mean any journeyman sheet metal worker of an employer who is designated by the employer to supervise activities of other journeyman sheet metal workers.
- (a) Foreman rate shall be ten percent (10%) above journeyman wage scale. The Employer shall designate a journeyman sheet metal worker as foreman when six (6) or more sheet metal workers are employed in the shop or on a job away from the shop.
- (b) On each job site one (1) foreman shall not be required to govern more than six (6) sheet metal workers in addition to him. A general foreman shall be designated when ten (10) or more sheet metal workers are employed in the shop or on a job away from the shop. The pay scale for the general foreman shall be eighteen percent (18%) over the journeyman wage scale. A foreman and/or general foreman, when applicable shall be required on each job site.

ARTICLE VI

See Article VIII, Section 1 of Standard Form of Union Agreement)

FRINGE BENEFITS

TRUST FUNDS:

Each Employer bound by this Agreement hereby adopts and authorizes all lawful acts of the trustees referred to in this Article and agrees to be bound by the terms of each trust instrument. The Trusts referred to in this Article shall be:

- The Northwest Sheet Metal Workers Health and Welfare Plan
- The Northwest Sheet Metal Workers Pension Plan

- The Northwest Sheet Metal Workers Supplemental Pension Plan Z (401 k)
- The Sheet Metal Workers National Pension Fund
- The Montana Chapter of SMACNA and Sheet Metal Workers Local #103 Apprentice and Journeyman Training Trust
- The Sheet Metal Workers International Training Institute
- SASMI Fund

HEALTH AND WELFARE

- (1) Health and Welfare contributions shall be as per attached Schedule "A".
- (2) The Employer is obligated to pay monthly health and welfare contributions directly to the Northwest Sheet Metal Workers Health and Welfare Plan, Spokane, WA.
- (a) The Employer is obligated to pay monthly Health and Welfare contributions on or before the twentieth day of the following month. If such contributions are not received on or before the twentieth day, such Employer shall be delinquent.
- (3) When an Employer is ninety (90) days delinquent in paying Health and Welfare required contributions, it is agreed that the Local Union will notify, at ninety (90) days to his business address, by certified or overnight mail, but in no way limited to the following:
- (a) The Union must withdraw the services of the employees subject to this Agreement thirty (30) days after the ninety (90) day notice, and if done, the Employer agrees to pay employees whose services are withdrawn the full amount of wages for the time lost as a result of such action.
- (b) In time of dispute over nonpayment of Health and Welfare, payment may be accepted by any member of Local #103 in good standing.
- (c) The Union shall refuse to refer prospective employees to such defaulting Employer.
- (d) All Employers signatory to this Agreement who have had a past history of delinquency, or go delinquent in the future shall carry with a reliable bonding company a bond payable to SMART #103 for full payment of all delinquent negotiated contributions of the delinquent employer in accordance with the following schedule of employees.

One to five employees	\$ 5,000.00
Six to fifteen employees	\$10,000.00
Sixteen to twenty-five employees	\$20,000.00
Twenty-six and over employees	\$40,000.00

The cost of said bond is to be assumed by the Employer. The bond shall be conditional upon payment by the Employer of all fringe benefits and negotiated contributions under this Agreement. The Employer shall provide the Union with evidence that the bond is in force and the name of the bonding or insurance company issuing same. Upon going delinquent on any or all benefits or negotiated contributions the Union shall have the right to use said bond to make such covered negotiated contributions.

Any Employer having established a record of twelve (12) consecutive months wherein all fringe benefits and negotiated contribution payments have been made may drop said bond. Thereafter, a delinquency will require immediate reinstatement of the bond.

(4) In the event any person subject to this Agreement has a claim for benefits under the Health and Welfare Plan refused as a result of an Employers delinquency of payment such Employer shall be liable for the amount equal to the claim plus such sums as the Local Joint Adjustment Board or the court, as it may apply, may deem reasonable for collection.

PENSIONS:

- 1 (a) National Pension contributions shall be as per attached Schedule "A" and shall be sent directly to the National Pension Fund, 3180 Fairview Park Drive, Suite 400, Falls Church, Va. 22042, with a copy sent directly to Sheet Metal Workers Local #103 office in Helena, MT.
- (b) Bargaining unit employees hereunder shall include Owner/Members, i.e., employees of incorporated employers who: (a) are officers, directors, or stockholders of the employer; (b) perform work covered by the terms of this collective bargaining agreement, and (c) are listed in the Registration Statement filed with the National Sheet Metal Workers Pension Trust ("Fund").

Subject to the provisions of the Registration Statement, contributions to the Fund must be made on the behalf of Owner/Members on the greater of (a) 1680 hours per year; (b) actual hours of work or for which the Owner/Member is paid or is entitled to payment; or (c) a minimum hours requirement for Owner/Member contributions imposed by the collective bargaining agreement. The Employer agrees to be bound by the Agreement and Declaration of Trusts and Rules and Regulations governing the Fund.

(c). If during the term of this agreement, including any renewal or extension of this agreement, the parties are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in critical or endangered status for a plan year, except where the agreement provides for the automatic allocation or reallocation of the wage and fringe-benefit package, the parties will amend this agreement solely for purposes of adopting one

of the schedules provided by the NPF under its Rehabilitation Plan or Funding Improvement Plan, as applicable.

The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time-to-time.

2. (a) Northwest Pension and Supplemental Pension contributions shall be as per attached Schedule "A" and may be combined with the Health and Welfare on one check and shall be sent directly to Northwest Sheet Metal Workers Health and Welfare Pension Plan in Spokane WA. Pension contributions shall be sent monthly as per Health & Welfare Schedule.

(b) Bargaining unit employees hereunder shall include Owner/Members, i.e., employees of incorporated employers who: (a) are officers, directors, or stockholders of the employer; (b) performing work covered by the terms of this collective bargaining agreement. Subject to the provisions of the Registration Statement, contributions to the Fund must be made on the basis of 160 hours per month at the lesser of (1) the journeyman contribution rate set forth in the Employer's collective bargaining agreement, or (2) the journeyman contribution rate set forth in the SMACNA agreement for the geographic area in which the Owner/Member is employed. The Employer agrees to be bound by the Agreement and Declaration of Trusts and Rules and Regulations governing the Fund.

SASMI

NATIONAL STABILIZATION AGREEMENT OF THE SHEET METAL INDUSTRY

The Employer agrees to be signatory to the SASMI Trust Agreement. The signatory Employer(s) and Local Union agree as follows: The Employer shall make monthly payments of an amount equal to three percent (3%) or amount on Schedule A as required by SASMI of the gross earnings of each employee subject to this Agreement to the National Stabilization Agreement of the Sheet Metal Industry (SASMI) Trust Fund. SASMI contributions shall be paid on cents per hour paid. Gross earnings, for the purpose of this Agreement, shall mean:

(a) Total 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 employees to a pension and/or health and welfare fund. (See attached Schedule A) .The Employer hereby agrees to contribute to the SASMI Trust on behalf of his employees but under no circumstances shall be held liable for the operation, administration or disbursement of monies thereof.

The Employer shall make contributions monthly as per Health and Welfare Schedule, directly to the SASMI Fund, 3180 Fairview Park Drive, Suite150, Falls Church, Va. 22042., with a copy sent directly to the N.W.R.C. of SMART Local Union #103 office in Helena, MT.

INCREASE IN BENEFITS:

The signatory Employers shall at the written request of the Local Union increase the contribution of the negotiated fringe benefits. Said increase shall be deducted from the employee's basic wage rate (Unless it is addressed differently in the wage addendum). Notice shall be given at least sixty (60) days prior to the scheduled date of increase.

PAID TIME OFF:

Paid time off shall be accrued at 1 hour per week when 40 hours or more are worked. There shall be a 120 day waiting period before PTO starts to accrue. This period will begin on July 1, 2024 for all current employees. There will be a maximum accumulation amount of 80 hours. Once 80 hours are accrued, you must utilize existing hours before accruing more.

Paid time off will only be paid out when utilized. Paid time off shall be paid out as wage only. Notice shall be given to the employer no less than 7 days prior to using paid time off. 7 days notice may be waived at the contractor's discretion. When a holiday falls within the week it shall be considered a day worked for Paid Time Off calculation only. Any unused hours shall be paid out within 10 days of layoff or termination.

CHECK OFF WORKING DUES:

(1) Every Employer signatory to this Agreement hereby agrees to check off from the wages of any employee, during the term of this Agreement, union dues, working assessments in the amount specified as shown on wage sheets , and to remit said amount to the Union in the following manner.

- (a) The Union will notify the Employer in writing the amount of union dues, and the working assessments.
- (b) For each payroll period, the Employer will deduct union dues, and the working assessments from the wages of such employees the amount specified on the wage sheet. .

- (c) On the 20th day of each month, the Employer will remit to the Union, N.W.R.C. of SMART, 11831 Beverly Park Road, B-2, Everett, Wa.98204 the entire amount of working assessments and dues for each employee for the previous month, together with a list of employees covered hereby and the number of hours worked and gross pay of each employee during the applicable period, along with the Union's copy of the report form.
- (2) The obligations of the Employer under Section 1 apply only to employees who have voluntarily signed a valid dues deduction authorization form.
- (3) At the time of the employment of any employee, the Employer will submit to each employee for his voluntary signature a dues deduction authorization form in triplicate, one copy to be sent to the Union, one to be retained by the Employer, and one to be kept by the employee. This form will be supplied to the Employer by the Union.
- (4) On the 20th day of each month, the Employer will submit to the Union a list of all employees covered by the Agreement who have not signed a dues deduction authorization form, together with the number of hours worked and the gross pay of each employee during the previous month.

ARTICLE VII

(See Article VIII, Section 1, and Article XI of the Standard Form of Union Agreement)

TRAINING

APPRENTICES

- (1) Under no circumstances shall anyone except journeymen, classified, registered apprentices and mechanical helpers be allowed to handle or work with tools of the trade, or perform any mechanical work either in the shop or on the job (except see Addendum 1, Article I, and Article II Paragraph 6). Classified workers, apprentices and mechanical helpers must at all times work under the supervision of a journeyman, with the exception that Apprentices may work alone on jobs as per the Apprenticeship Training Standards.
- (2) None but registered apprentices will be permitted to work within the Sheet Metal industry. No journeyman shall work with a non-registered apprentice. The Employer cannot discharge an apprentice without due cause.
- (3) It shall be the duty of the Joint Apprentice Committee to give written and/or oral examinations during the course of the apprenticeship at times deemed necessary by the committee. At the completion of apprenticeship each apprentice shall be given a final written and practical examination by the committee.

- (4) Before indenturing a new apprentice, the local JATC will contact the Union office to verify there are no out of work apprentices in the area that is requesting the new apprentice.
- (5) Contractors shall provide a training stipend equal to 20 hours of wages only to each 1st (First) or 2nd (Second) year apprentice when attending concentrated training for four (4) or more days This stipend shall not apply to any other level of apprentice or classification.

CLASSIFIED WORKERS:

Classified worker shall be those employees whom may require additional schooling to meet the skills of a Journeyman. The Montana JATC shall provide all schooling and shall work with the employers to determine the curriculum and training needed.

TRAINING ENABLING CLAUSE.

- (a) Parties to this Agreement subscribe to the establishment of a Joint Apprenticeship and Journeyman Trust Fund to facilitate the furthering of apprentice, classified, and journeyman training under the standard subscribed to and under the direction of a Joint Apprenticeship and Journeyman Training Committee established by the parties to the Agreement. Said trust is to be known as the Montana Chapter of SMACNA and SMART Local #103 Journeyman Apprenticeship Training Trust Fund, as established July 1, 1980. It is agreed between the Employer and the Union that "individual Employers" will pay into said trust fund the sum as outlined on the Montana Schedule A wage sheet for each workman performing work covered by this Agreement, excluding personnel exempted by Addenda 1 Schedule A, within the jurisdiction of SMART #103 for the purpose of supporting the apprenticeship and journeyman training program.

The sum as outlined on the Montana Schedule A wage sheet per hour, per employee shall be paid on each hour worked whether straight time or overtime, but shall not include subsistence or travel time compensation. The contribution rate to the JATC Trust will be reviewed yearly and amended if needed by the JATC Trustees. These funds are to be deposited with Northwest Sheet Metal Workers Health and Welfare Trust using reporting forms furnished by said trust. These deposits are to be made as soon as practical after the close of the period earned, but in no event later than the 20th day of the month following the month in which they were earned. Employers may pay through the last payroll period of the month provided that any days of that month are reported on the next month's report. The Employer and the Union agree to enter into a formal trust document, as may be required under Labor-management Relations Act as soon as possible.

When an Employer is delinquent in paying into the Apprenticeship and Journeyman Training Fund the contributions required, it is agreed that the Union may take such action as appears appropriate to affect the collection of the contributions. See Section 3A, 3B, 3C, 3D, of Health and Welfare Article.

- (b) Any contractor working under this Agreement that is not required to pay into the Industry Promotion Fund through a release clause in a Project Agreement or any other agreement shall make additional contributions to the Local JATC Fund in the amount of the Industrial Promotion Fund contributions.

INTERNATIONAL TRAINING INSTITUTE

The Employer will contribute to International Training Institute Fund for Sheet Metal and Air Conditioning Industry an amount as per attached Schedule "A" for each hour worked, on or after the effective date of the Agreement, by all employees of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the office of the International Training Institute Fund, or for the purpose of collection and transmittal through, National Pension Fund, 3180 Fairview Park Drive, Falls Church, Va.22042. The parties agree to be bound by the Agreement and Declaration. Delinquent payments will be handled by the Local Union as per Sections 3A, 3B, 3C, 3D of the Health and Welfare Article of this contract.

NATIONAL & MONTANA SMACNA INDUSTRY FUND

The Employer will pay the appropriate rate per hour, as outlined on the Montana Schedule A wage sheet for hours worked into the Montana Contractors Industry Promotion Fund on or after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Said payment shall be made on or before the 20th of the succeeding month and shall be remitted to the Northwest Sheet Metal Workers Health and Welfare Trust for the purpose of collection and transmittal.

ARTICLE VIII

(See Article VIII, Section 9 of the Standard Form of Union Agreement)

LAY OFFS AND CHECKS

(A) The employee shall receive at least twenty-four (24) hours notice before a lay-off

(b) Each paycheck shall have a detachable stub showing hours worked, rate of pay and deductions for the employee's records.

(c) Upon lay-off, each employer shall complete a termination slip for each employee laid off. One copy of which shall be emailed to the Union; one copy furnished to the employee; and, one copy retained for the Employer's files. Termination slips shall be provided by the Union.

ARTICLE IX

(See Article VIII, Section 10 of the Standard Form of Union Agreement)

SHOW UP TIME

(a) Show up time is per Article VIII, Section 10 of the Standard Form of Union Agreement, plus travel time and/or subsistence when involved.

ARTICLE X

(See Article IX, Section 1 of the Standard Form of Union Agreement)

TOOLS AND WELDING TEST

(1) Journeymen and apprentices shall furnish the following tools:

- 1 center punch
- 1 set of nut runners
- 1 pair snips – left cut
- 1 pair snips – right cut
- 1 pair bulldog snips
- 1 pair combination snips
- 1 set trammel points
- 1 sheet metal hammer
- 1 small Whitney punch & dies
- 1 pair tongs
- 1 small dolly
- 1 hacksaw
- 2 pair vice grips
- 1 pop riveter
- 1 50 ft. or 100 ft. steel tape
- 1 12 ft. steel tape
- 2 crescent wrenches, 6" and 8"
- Plumb bob and chalk box
- 1 torpedo level
- 1 set Allen wrenches
- 1 bit box
- 1 8 inch screwdriver
- 1 stubby screwdriver
- 1 Phillips screwdriver
- 1 pipe crimper
- 1 hand drive turner
- 2 3/8 drift pins
- 1 pair 8 inch dividers
- 1 or 2 scratch awls
- 1 pair square nose pliers
- 1 cold chisel
- 1 combination square
- 1 set of hand notchers
- 1 panduit gun

(2) Excluding extension cords, power tools, straight edges, squares, welding gloves, leathers, hood, cutting goggles and other safety equipment.

(3) The Employer shall furnish all necessary tools on industrial jobs where employees are required to use the Brass Check Off System or equivalent.

- (4) On jobs requiring a special test to certify for welding, the Union, when requested, will make every effort to supply employees who have previously qualified for such work. However, any time spent by an employee taking a special test shall be paid at the regular rate of wages. Also the expense of all tests shall be borne by the Employer.

CONTRACTORS RESPONSIBILITY

Sheet Metal contractors, signatory to this Agreement will endeavor to provide reasonable bids to install all work covered by the Agreement whenever possible when plans and specifications are made available, or the Union will furnish sheet metal workers to general contractors to perform specialty sheet metal work claimed by the Sheet Metal Workers Union when reasonable notice is given to the sheet metal contractors.

PREFERENTIAL CLAUSE

The Union agrees that if during the life of this Agreement it grants to any other employer in the Sheet Metal, Roofing, Ventilating and Air Conditioning Industry any better terms or conditions than set forth in this Agreement, such better terms or conditions shall be made available to the Employer.

LABOR MANAGEMENT COMMITTEE

Both parties to this Agreement hereby agree to establish a Labor-Management Committee to the end of strengthening and protecting the Sheet Metal Industry. This committee shall consist of equal representatives from Labor and Management. The Committee shall be empowered to take up such matters as they deem necessary to carry out the intent of both parties to the Agreement.

DRUG AND ALCOHOL TESTING

The Employer may implement a drug and alcohol policy which may include drug and alcohol testing. The test shall not be in violation of any State or Federal laws.

The employer shall provide the Union with all documentation of the entire policy. The employer shall pay all initial testing fees. If an Employee should fail said drug and alcohol test, the Employee shall pay the cost of their testing.

CODE OF EXCELLENCE

The Employer and SMART Local # 103 hereby agree to adopt the Code of Excellence, as amended by a Labor/Management Committee.

MISCELLANEOUS

- (1) All Employers agree to conform to all Federal and State safety measures and laws.
- (2) The Employer shall have the right to file a grievance under Article X of the Standard Form of Union Agreement if a fine is imposed upon the Employer by OSHA for an employee failing to use safety facilities provided by the Employer.

- (3) No employee shall suffer any loss of pay on the day that the employee suffers any industrial accident.
- (4) Journeymen will be granted time away from work without penalty or reprimand to attend JATC training schools, or for instructing, or to perform their necessary and usual union duties. (NOTE: Without penalty is not to mean with pay.)
- (5) Hand cleaner materials and paper towels will be available at the shop for the employee to take to field jobs.
- (6) There shall be first aid kits in every shop where sheet metal work is being performed. If a company does work in more than one building, there shall be a kit in each and every building within easy accessibility. There shall be a first aid kit in every company vehicle that is used for transportation to any job site.
- (7) When the duration of a sheet metal installation job is 15 days or more, a dry place must be available for the employees to change clothes and eat lunch. Heat must be provided when needed. There shall be a gang box provided on such jobs for locking both company tools and personal tools safely for overnight and weekends. The Employer shall furnish ample insurance or be responsible for replacement of all personal tools stolen or be responsible for replacement of all personal tools stolen from the job shack or gang box, with proof of forced entry.
- (8) There shall be fresh water available on the job everyday.
- (9) It is agreed that a copy of the Standard Form of Union Agreement and all Addendums shall be posted in the shop by the Employer and/or the Union.
- (10) No union member may be reprimanded for honoring a picket line.
- (11) Owners may join the Union provided they comply with The SMART International Association Constitution and Ritual.
- (12) Copies of any independent contractors' contract shall be made available to Montana SMACNA upon request. Montana SMACNA to pay the cost of producing.

ARTICLE XI

(See Article XII, Section 1 of the Standard Form of Union Agreement)

SECTION 1. Mechanical Helpers

(a) The wage scale for the mechanical helpers shall be sixty percent (60%) of the journeyman basic hourly wage rate, plus benefits provided in Schedule A. Mechanical helpers shall be hired from the applicant list of those waiting to be indentured into the regular apprenticeship and training program, and moved up to a regular apprentice status by demand from the same screened list. In the event an Employer is entitled to employ a mechanical helper, and the JATC is unable to comply with the Employer's written request to furnish a mechanical helper from the applicant list within forty-eight (48) hours, the Employer may hire such employees from alternative sources.

(b) Mechanical helpers shall work under the direct supervision of a journeyman.

(c) If full employment should occur and the Union is unable to supply journeymen upon a contractor's request, mechanical helpers will be dispatched regardless of any ratios to fulfill contractor requirements, providing that an attempt is first made to fulfill manpower shortage by SASMI regulations.

(d) Apprentice ratios are as contained in the Apprenticeship Standards. Ratios will be 1 apprentice to 1 journeyman and 1 apprentice for every 2 journeyman thereafter. Upon entering their fourth year, apprentices will not count towards the ratios. Ratios will be reviewed and amended if needed by the JATC Trustees.

(e) Mechanical helpers hiring ratio is to be as follows:
The JATC shall grant one (1) mechanical helper to any employer who continuously employs at least two (2) journeyman sheet metal workers. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any Mechanical helper. Thereafter, the same conditions and ratios shall apply.

These ratios pertain to mechanical helpers only. Mechanical helpers working ratios to be as follows:

<u>Journeyman</u>	<u>Apprentices</u>	<u>Mechanical helpers</u>
2	0	1
2	1	2
3	2	2
5	3	3
7	4	4
9	5	5
11	6	6
13	7	7
15	8	8
17	9	9

Etc. at 2:1 ratio (see Article XI Section 4 and Article XII Section 1 of the Standard Form of Union Agreement)

- (g) Mechanical helpers may be discharged by the Employer for just cause.
- (h) Mechanical helpers shall not be employed on any industrial work, or jobs with posted prevailing wage rates.

SECTION 2. PROVISIONAL WORKERS

(a) The wage scale for the provisional worker shall be eighty-five percent (85%) of the journeyman basic hourly wage rate, plus benefits provided in Schedule A.

- (b) No provisional worker shall be retained beyond sixty (60) days without being placed as a Classified worker or Journeyman.
- (c) Provisional workers shall not be employed on any jobs with posted prevailing wage rates.

SECTION 3. CLASSIFIED WORKERS

- (a) The wage scale for Classified workers shall be at seventy percent (70%) of the journeyman basic hourly rate plus benefits provided in Schedule A.
- (b) Upon completion of each class the classified worker will receive a 10% increase in wages until journeyman status obtained.
- (c) No Classified worker shall be retained beyond 1 (1) year. Classified workers shall be advanced to journeyman status with completed training or will no longer be eligible for work. Classified workers who miss more than 1 class per year shall no longer be eligible for work.
- (d) The contractor shall have the right to request full advancement at any time.

ARTICLE XII INTEGRITY CLAUSE

SECTION 1. A “bad-faith employer” for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner’s control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I herein above using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local Union affiliated with SMART, AFL-CIO in that area.

An employer is also a “bad-faith employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I herein above using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or if such other business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local union affiliated with SMART, AFL-CIO in that area.

SECTION 2: Any Employer that signs this Agreement or is covered by virtue of being a member of a multi-employer bargaining unit, expressly represents to the Union that it is not a “bad-faith employer” as such term is defined in Section 1 herein above and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a “bad-faith employer”. Failure to give timely notice of being or becoming a “bad-faith employer” shall be viewed as fraudulent conduct on the part of such Employer.

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

SECTION 3: Whenever the Union becomes aware that an Employer has been or is a “bad-faith employer”, it shall be entitled, notwithstanding any other provision of this Agreement, to demand the Agreement between it and such “bad-faith employer” be rescinded. A claim for rescission shall be processed by the Union as a contract grievance in accordance with, and within the time limits prescribed under the provisions of SFUA Article X of this Agreement.

ARTICLE XIII CONTRACT EXPIRATION AND WAGE AND FRINGE INCREASE

- (1) The duration of this agreement shall be from July 01, 2024 to June 30, 2027. This Collective Bargaining Agreement may be opened by mutual agreement between N.W.R.C. of SMART Local #103 and Montana SMACNA for language clarifications only.
- (2) The wage and fringe benefit schedule will be as follows:
 - First year July 1, 2024
\$ 4.00 increase with no less than \$.25 allocated to the JATC.
 - Second year July 1, 2025
\$ 3.25 increase with no less than \$.25 allocated to the JATC.
 - Third year July 1, 2026
\$ 3.25 increase

Members of N.W.R.C. of SMART Local # 103 have the right to apply increases in wages to wages and or benefits as voted upon by the membership.

RECOGNITION AGREEMENT

This Agreement is made and entered into this 1st day of July, 2024, by and between N.W.R.C. of SMART LOCAL UNION #103 hereinafter referred to as the Union, and SMACNA and any business represented by said Association, hereinafter referred to as the Employer, or its successor.

The Union has submitted proof and the Employer is satisfied that the Union represents a majority of the Employer’s employees in the bargaining unit described in the current collective bargaining agreement between the Union and Employer.

The Employer therefore voluntarily agrees to recognize and does hereby recognize the Union, or its successor, as the exclusive collective bargaining agent, pursuant to 9A of the act, for all Sheet Metal Worker employees within the contractually described bargaining unit on all present and future job sites within the jurisdiction of the Union unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The Employer agrees that it will not request a NLRB election and expressly waives any right it may have to do so.

N.W.R.C. of SMART LOCAL #103

BY _____ date _____

MONTANA CHAPTER OF SMACNA

BY _____ date _____

ADDENDUM

To Standard Form of Union Agreement

RESIDENTIAL

This Addendum covers all of Montana jurisdiction of SMART Local Union #103, including the Special Extension Agreement under Section II of the following Agreement.

SECTION I: This Addendum #2 covers the rate of pay rules and working conditions of all employees of the Employer engaged in the erection, fabrication, installation, repairing and replacing of all residential heating and air conditioning systems and architectural sheet metal work.

SECTION 2: Residential shall be defined as applying to work on any single family dwelling of less than 4000 sq. ft, multiple family dwellings up to four (4) units per structure, or residential equipment replacement. Larger multiple residential structures may be covered by this Agreement with prior Union approval.

SECTION 3: Hiring and Wage rates

- (a) The Employer agrees that none but building trades journeymen, Classified workers, apprentice and mechanical helper sheet metal workers shall be employed on any work described in Section I of this Addendum.
- (b) The regular basic hourly rate of Residential Class A journeymen sheet metal workers covered by this Addendum shall be ninety percent (90%) of the rate specified in the local basic or local Standard Form of Union Agreement plus benefits provided for in Schedule A.
- (c) The regular basic hourly rate for mechanical helpers working under the Agreement shall be in accordance in Schedule A.

- (d) The maximum ratio of classified, apprentices and mechanical helpers to journeyman employed under this Addendum shall be on a one to one (1:1) ratio. That is, one journeyman to directly supervise up to one of each classification. .

SECTION 4: WORK HOURS

- (a) The work week shall consist of a 40-hour week, Monday through Friday.
- (b) All work performed in excess of forty (40) hours per week shall be at the overtime rate of one and one-half (1 ½) times the basic hourly residential wage rate.
- (c) All other work performed on Sundays and holidays shall be compensated for at two (2) times the basic hourly residential rate.

SECTION 5. Fringe Benefits

- (a) The Employer agrees to contribute to all funds as specified on current wage sheets.
- (b) Contributions on behalf of indentured apprentices shall be according to the terms and conditions of the basic contract.

SECTION 6.

The Employer agrees to be bound by the wages, hours and working conditions contained in the Standard Form of Union Agreement on any work not specified in Section I or II of this Addendum, and, on residential work the Employer agrees to be bound by all portions of the Standard Form of Union Agreement that have not been changed by the Addendum.

SECTION 7.

- (a) Any contractor who continuously violates this addendum will have this addendum cancelled after a sixty (60) day notice without the Union going through the Grievance procedure.
- (b) The Union, after giving sixty (60) days notice, may cancel this Addendum.

In witness whereof, the parties hereto affix their signatures and seal this 1st day of July, 2024 to this Standard Form of Union Agreement, Addendum number 1 (Working Agreement), Addendum number 2 (Residential Agreement), and Schedule A (Wage and Benefits).