

**AGREEMENT
BETWEEN**



Local Union No. 44
270 N. Sherman Street
Wilkes-Barre, PA 18702

**and
SMACNA
of Northeastern
Pennsylvania, Inc.**

Effective
May 1, 2022 to April 30, 2026

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**STANDARD FORM OF UNION AGREEMENT
SHEET METAL, ROOFING, VENTILATING AND AIR
CONDITIONING CONTRACTING DIVISIONS OF THE
CONSTRUCTION INDUSTRY**

Agreement entered into May 1, 2022 by and between **Sheet Metal Contractors Association of Northeastern Pennsylvania, Inc.** and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and **Local Union No. 44** of the International Association of Sheet Metal, Air, Rail and Transportation Workers hereinafter (SMART) referred to as the Union for Northeastern Pennsylvania Jurisdiction: Counties of: Bradford, Carbon, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Montour, Northumberland, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

ARTICLE II

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

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 grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

SECTION 3. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 4. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 5. The Employer agrees to deduct the appropriate amount for assessment (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Local Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and

the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one half (1^{1/2}) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Double Time If the holiday above falls on a Saturday it will be recognized on the Friday before the holiday, If the holiday falls on a Sunday it will be recognized on the Monday after the holiday. In no case shall a holiday be paid for twice in cases of shutdowns, etc.

Black Friday, Easter Monday and Veterans Day will be recognized as voluntary holidays with the option to work at straight time. The Employer will also have the option to close on voluntary holidays.

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 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 written addenda attached to this Agreement. Energy conservation — Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of Local Shop 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 of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic 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 I of this Agreement shall be (See Addendum #1) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeypersons, apprentices, pre-apprentices and/or sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality

6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

SECTION 4. 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 journeyperson, pre-apprentice and sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 6. When the Employer has any work specified in Article 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 local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeyperson sheet metal workers covered by this Agreement who are sent outside of

the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

SECTION 7. In applying the provisions of Sections 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 and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid by check or cash in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

SECTION 10. Journeyperson, apprentice, pre-apprentice sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

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

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

(b). The Employer shall pay to the Sheet Metal Contracting Industry Advancement Fund of Northeastern PA (\$0.66) per hour 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 changes to the established contribution rate prior to such 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). One time per year, the local industry fund shall include a written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d). Grievances concerning use of local industry fund monies to which an employer shall contribute for purposes prohibited under Section 12(a) or for violations 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 13. The Union and Employer recognize that the contributions provided in Sections 12(a) 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(a) 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 14. Effective as of the date of this Agreement, the Employer 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 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 the ITI, or, for purposes of collection and transmittal electronically or through Sheet Metal Workers National Benefit Funds.

Effective as of the date of this Agreement, the Employer shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC Trustees. 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 the NEMIC, or, for purposes of collection and transmittal electronically or through Sheet Metal Workers National Benefit Funds.

Effective as of the date of this Agreement, the Employer 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 self-sufficient. 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 the Institute, or, for purposes of collection and transmittal electronically or through Sheet Metal 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 remittances 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, and the Industry Fund of the United States, and to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents as may be made from time to time and hereby designate as their

representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

SECTION 15. 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 within (see Addendum #1) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 16. (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.

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

(c). 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 consecutive months.

SECTION 17. This Article/Section relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an employee covered by this Agreement receives the basic hourly wage rate.

Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1 $\frac{1}{2}$), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half, or two times the hourly contribution rate respectively, for such hours.

The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, school and travel unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered

employee is paid but does not perform services.

2. Contributions shall be paid starting with the employee's first day of Covered employment (as defined in the Plan Document).

3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at www.smwnpf.org.

4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an employer made inaccurate contributions or failed to pay contributions in full, employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

SECTION 18. 1. Commencing May 1st, 2022, the Employer shall make contributions in the amount of \$1.76 cents per hour paid (excluding Holiday, Vacation and Sick hours unless contractually required to be paid), for each employee covered by this Agreement to the National Stabilization Agreement of the Sheet Metal Industry Trust Fund (SASMI). This cents per hour paid contribution amount shall be, and shall remain,

at all times, equal to the sum of: (a) three percent (3%) of the amount of wages due at the gross contractual hourly wage rate for the classification plus (b) three percent (3%) of any and all contributions payable by an employer to the following fringe benefit plans or programs; pension, annuity, 401k and retirement plans of any kind, and health and welfare benefit plans. This cents per hour paid contribution rate shall automatically change to reflect any and all changes that may occur in the contractual wage rates and fringe benefit plans and programs during the term of this Agreement.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or will in the future serve, as employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the Agreement and Declaration of Trust of the National Stabilization Agreement of the Sheet Metal Industry Trust Fund, as amended from time to time, and further agrees to be bound by all lawfully adopted Plan documents, policies and rules and regulations approved by the Board of Trustees.

3. All contributions shall be made to SASMI or its designated collection agent at such time and in such manner as the Trustees require and the Trustees may at any time conduct an audit in accordance with provisions set forth in the Agreement and Declaration of Trust and SASMI policies and rules. A failure by the Employer to make contributions to SASMI in a timely manner shall subject the Employer to any and all remedies that SASMI may have available to it by contract or by law, including remedies set forth in the approved delinquency and collection policy adopted by the Board of Trustees, as amended from time to time.

ARTICLE IX

SECTION 1. Journeyperson, apprentice, and pre-apprentice 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.

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

thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

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

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

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

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area employers from the grievance arbitration procedures established for the territory in which work is performed. An employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the Agreement covering the area in which the work is performed.

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

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

be obtained from the National Joint Adjustment Board.*)

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

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

*All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board

P.O. Box 220956, Chantilly, VA 20153-095 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 limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

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

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

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-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 costs of arbitration under the provisions of Article X.

SECTION 10. In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the NJAB to resolve disputes over the initial establishment or amendment 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, or amendment thereof, have been unsuccessful. Such a dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by said Board. The unanimous decisions 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 Workers, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all 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 composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

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

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

used to train apprentices or 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 journeyman 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 Program, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an employer will not be entitled to a new apprentice if the Employer has laid off an apprentice for lack of work in the previous 6 months and he/she remains on the out of work list. See Addendum #1

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

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be

established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First year 50%	Third Year 70%
Second year 60%	Fourth Year 80%

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

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

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement 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 skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeyman.

(a) Both labor and management will encourage all members to attend safety training classes as well as journeyman upgrade classes.

ARTICLE XII

SECTION 1. Sheet metal workers shall complete 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 pre-apprentices as per the ratios set forth in Section 16 (a) of the addendum, of this Agreement. Provided, however, that an employer who employs one (1) or more apprentices and at least two (2) sheet metal journeyman shall be entitled to at least one (1) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply.

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

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be a minimum of thirty percent (30%) of the wage rate for journeyman sheet metal workers. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

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 quarterly, 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 through three attached hereto shall become effective on the 1st day of May, 2022 and remain in full force and effect until the 30th day of April 2026 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article 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 reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. Each employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement. This shall be effective during the entire term of any Collective Bargaining Agreement 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 this Agreement the Employer authorizes Sheet Metal Contractors Association of Northeastern Pennsylvania, Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

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

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PRE-APPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO

MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

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

Sheet Metal Contractors Association
of Northeastern PA, Inc.

By Edward Fetchen Jr. 5/1/22
By (Signature of Officer or Representative) Date

Local Union No. 44 of the International Association
of Sheet Metal, Air, Rail and Transportation Workers

By Ronald J. Runne 5/1/22
By (Signature of Officer or Representative) Date

**RATE SCHEDULE ATTACHMENT
BETWEEN
SHEET METAL CONTRACTORS ASSOCIATION OF NORTHEASTERN PENNSYLVANIA
AND
LOCAL UNION 44 OF SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
RATES EFFECTIVE MAY 1, 2022 TO APRIL 30, 2026**

Classification	Taxable Base Rate	Welfare Fund	Local Pension	Local Annuity	National Pension	Sasmi	Nemi	Smohi	Local Educ.	ITI	Total Comp.	Local Ind.	Total Cost
Journey person	\$33.62	\$10.72	\$8.83	\$4.60	\$0.83	\$1.76	\$0.03	\$0.02	\$0.66	\$0.13	\$61.20	\$0.66	\$61.86
Apprentices:													
1st Period - 50%	\$16.81	\$10.72			\$0.42	\$0.84	\$0.03	\$0.02	\$0.66	\$0.13	\$29.63	\$0.66	\$30.29
2nd Period - 60%	\$20.17	\$10.72			\$0.50	\$0.94	\$0.03	\$0.02	\$0.66	\$0.13	\$33.17	\$0.66	\$33.83
3rd Period - 70%	\$23.53	\$10.72	\$8.83	\$4.60	\$0.58	\$1.45	\$0.03	\$0.02	\$0.66	\$0.13	\$50.55	\$0.66	\$51.21
4th Period - 80%	\$26.90	\$10.72	\$8.83	\$4.60	\$0.66	\$1.55	\$0.03	\$0.02	\$0.66	\$0.13	\$54.10	\$0.66	\$54.76
Pre Apprentice	\$10.09						\$0.03	\$0.02	\$0.66	\$0.13	\$10.93	\$0.66	\$11.59
Foreperson 1-3 J	\$35.64	\$10.72	\$8.83	\$4.60	\$0.83	\$1.76	\$0.03	\$0.02	\$0.66	\$0.13	\$63.22	\$0.66	\$63.88
Foreperson 4 + J	\$36.98	\$10.72	\$8.83	\$4.60	\$0.83	\$1.76	\$0.03	\$0.02	\$0.66	\$0.13	\$64.56	\$0.66	\$65.22
General Foreperson	\$39.00	\$10.72	\$8.83	\$4.60	\$0.83	\$1.76	\$0.03	\$0.02	\$0.66	\$0.13	\$66.58	\$0.66	\$67.24
Sketcher	\$35.30	\$10.72	\$8.83	\$4.60	\$0.83	\$1.76	\$0.03	\$0.02	\$0.66	\$0.13	\$62.88	\$0.66	\$63.54
CAD Sketcher	\$36.98	\$10.72	\$8.83	\$4.60	\$0.83	\$1.76	\$0.03	\$0.02	\$0.66	\$0.13	\$64.56	\$0.66	\$65.22

**ADDENDUM #1 TO THREE YEAR
WAGE AGREEMENT,
MAY 1, 2022 TO APRIL 30, 2026**

1. **Jurisdiction:** Counties of: Bradford, Carbon, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Montour, Northumberland, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming.

2. **Wages:**

- (A) The hourly wage package shall be increased as follows:
 - Effective May 1, 2022 — \$3.00 per hour
 - Effective May 1, 2023 — \$3.00 per hour
 - Effective May 1, 2024 — \$2.50 per hour
 - Effective May 1, 2025 — \$2.25 per hour
- (B) The Union retains the right of allocation into existing funds for the increases scheduled for May 1, 2022 and thereafter, except a minimum of \$0.25 per year to be allocated into the Local Pension and \$0.10 to be allocated per year into the IAF.
- (C) These increases shall include all contractual hourly contributions including SASMI and adjustments.
- (D) The expiration date of this Agreement shall be April 30, 2026, all other terms and conditions remain unchanged and are reinstated.
- (E) The parties have adopted the A-08-11 Standard Form of Union Agreement (SFUA) which includes the following hourly contributions:
 - \$.66 Local Industry Fund (IAF)
 - \$.13 to the International Training Institute (ITI)
 - \$.66 Local Education Fund (IEF)
 - \$.03 to the National Energy Management Institute Committee (NEMIC)
 - \$.02 to the Sheet Metal Occupational Health Institute Trust (SMOHI)

Note: The above funds are paid on all employees of the employer. (See Article VIII, Sec. 12 (b), Section 13, Sec 14 SFUA)

If the SMART Constitution and Ritual shall be amended (Article 29 Section 3) to relieve the Local Union from maintaining NEMI and SMOHI, the above referred to sections shall be amended by removing the provisions requiring contributions to the National Energy Management Institute Committee (NEMI) and the Sheet Metal Occupational Health Institute Trust (SMOHI). The contribution to NEMI shall be reallocated to at the discretion of the Union and the contribution to SMOHI shall be reallocated to the Local 44 Health and Welfare Fund.

Non-Members of the Association & Out-Of-Town Contractors:

See Page 12.

3. Definition of Shop:

The providing of jobsite fabrication equipment does not constitute a shop. The sheet metal shop shall consist of a permanent structure housing the necessary sheet metal fabricating equipment for those phases of the sheet metal construction industry listed in Article I, Section 1 of the Agreement. The shop shall be clearly identified by company name and shall be listed in the telephone directory as the principal sheet metal shop and/or principal business location.

4. Travel and Mileage Pay Zones:

Up to 79 Miles	Free
80 to 120 Miles	\$25.00
Over 120 Miles	\$30.00

On jobs over eighty miles from the Union Hall, members are requested to stay overnight near the job. On jobs over eighty miles, members will be paid \$100.00 per day for Board and Room for each workday night stayed. Mileage rate to be 35 cents per mile. On jobs over eighty miles, members will be

paid one car trip at 35 cents per mile out at the beginning of the job and one car trip back at the end of the job. No mileage will be paid to employees that ride in a company owned vehicle for travel to and from the job.

Distance to the job to be measured by road mileage or speedometer mileage on the most traveled route. If a conflict arises a committee made up of the Executive Director -Vice President of the Association and the Business Manager or Business Agent of the Union, will determine the most traveled route.

Travel and mileage pay will be waived or modified through Resolution #78 if 48 hour notice of bid date is given. Contractor must verify non-union competition in writing using documentation such as “Dodge Reports”, Pre-bid meeting attendance list or blue print sign-out sheet.

Starting Point — Local Contractors:

SMART Local #44 Union Hall, Wilkes-Barre, PA is designated as starting point of travel zone

Starting Point — Out-of-Town Contractors:

SMART Local #44 Union Hall, Wilkes-Barre, PA is designated as starting point of travel zone.

5. Starting and Quitting:

By mutual agreement between Employer and Union the time for starting and quitting in a regular work day may be changed for a given project. Employees shall be at the shop or project site at the scheduled starting time each day and shall remain until quitting time regardless of whether transportation is in a preloaded Employer vehicle or a personal vehicle. If the Employer offers the use of an Employer vehicle, the employee shall have the option to use the Employer vehicle

as transportation to and from the jobsite.

6. **Show Up Time:**

Journey person sheet metal workers who report for work by direction of the Employer and are not placed at work shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control unless prior agreement with Union and before start of job.

However, employees shall be eligible for two (2) hours pay if work is not available for reasons over which the Employer has control.

7. **Overtime:**

All work performed outside of the regular working hours shall be paid at the rate of time and one-half, except Sundays and Holidays which shall be paid at the rate of two times the regular hourly rate.

(A) When holidays fall during the regular Monday through Friday workweek, and when working a 4 day — 10 hour shift, workdays may be changed to accommodate a forty hour workweek. When working a 5 day — 8 hour shift, the shift may be changed to a 4 day — 10 hour shift to accommodate the holiday.

8. **Hazardous Work Rate:**

Height and hazardous shall include, but not be limited to the following:

(A) A man working above forty (40) feet on a solid planked scaffold less than ten (10) feet wide and ten (10) feet long. This shall also include a swinging scaffold, pick ladder, bosun chair above forty (40) feet. Members working under these conditions shall receive forty (\$0.40) cents per hour over the Union scale.

(B) Contractor to comply with PA Worker and Community Right to Know Act (1984-159).

9. **Energy Conservation — Retrofit Work:**

Overtime Pay — 1½ time after 8 hours —
Monday through Friday

1½ time — Saturday

Double Time — Sunday and Holiday

10. **Shift Work:**

(1) Second Shift — (4:30 P.M. to 12:00 A.M.) —
Base Wage Plus 10%

(2) Third Shift — (12:00 A.M. to 8:00 A.M.) —
Base Wage Plus 15%

Shift work must be worked two (2) or more consecutive days. Excepting shift work as provided above, any time worked other than first shift will be at the appropriate overtime rate. Also, Sunday and holidays will be at double time.

All hours worked over 8 on the second shift and over 7 on the third shift shall be paid for at the regular overtime hourly rate.

(3) Where the Local Union and the Employer have agreed to establish shift work on a project lasting two (2) or more days, employees shall be permitted to work a transitional shift at the regular rate of pay in order to make up for any loss of hours.

(4) When working an established shift, if the shifts starts on Sunday at 9:00 P.M. or later, hours are to be paid at the regular-time shift rate.

11. **Payment to Funds:** Payment of all funds are due by the 20th of the month following month reported: 5% liquidated damages if not paid on the 20th of the month due; 1½% interest per month on the unpaid balance, including the penalty.

(A) If any Employer is delinquent in his payments to a fund, the Trustee of such Fund may declare such Employer in

violation of the Labor Agreement and so notify the Employer by suitable means as the said Trustees may decide.

- (B) From the date of the notification forward, the Local Union shall not supply the notified Employer with any additional men.
- (C) If after an additional 10 working days from the date of such notification the Employer has not paid sufficient monies into the Fund to which his contributions are delinquent, such that he is no longer delinquent, then the Local Union shall remove all its members from that Employer's shop and all its operations.
- (D) If the Employer has had SMART Members removed under Paragraph C, no journeyman, apprentices, or pre-apprentices shall be permitted to return to the Employer by the Local Union unless the Employer agrees to pay the SMART Members removed for the time lost up to a maximum of 5 days wages and Fund contributions.
- (E) The Association and signatory independent contractors shall act as the Plan sponsors of the locally established employee benefit funds.
- (F) The current agreement between the parties, the trust agreements, and plan documents will be maintained in effect for the term of the contract.

12. **Security Bond:**

- (A) Any contractor who has not been a party to this Agreement for at least one year or any contractor who has been declared delinquent in his payment to any of the fringe benefit funds including Pension, Welfare, Industry Fund, Education Fund, SASMI, Union Dues shall post an approved Security Bond for a term of one year with the Sheet Metal Workers Local Union #44 in an amount equal to the estimated contributions from the contractors' payroll over a period of six months or not less than \$30,000.00.
- (B) Should such contractor not be in default on payments

to these Funds for a term of twelve consecutive months of work, or should any contractor having been declared delinquent in such payments cure said delinquency and be current in all his obligations under this contract for twelve consecutive months of work, then this requirement shall be waived.

- (C) All Employers agree to be bound by any Payment Bond Resolution entered into by the Local Fringe Benefit Funds Trustees.

13. **Contract Provisions:**

- (A) The Union agrees that it is its policy not to negotiate or enter into a contract with an employer which contains a wage package and/or conditions which differ from this agreement. In the event that the Union does enter into an agreement which does differ in its wage package and/or conditions from this agreement, the Union shall promptly notify the Executive Director of the Association and provide him/her with a list of the changes and the more favorable wage package and conditions shall automatically be extended to the contractor members of the Association. National and General Presidents Agreements and Factory Agreements shall be excluded from this provision.
- (B) The Association agrees to notify forthwith the Union of any changes in its membership and the Union agrees to keep the Association notified of all those Employers who have labor agreements with the Local Union.
- (C) The Local Union will not furnish men to any contractor not signatory to this Labor Agreement until said contractor signs the "Form Letter of Assent" which shall be similar to the copy attached hereto as Addendum #4.
- (D) Upon request from the Union, the employer agrees to furnish information on forms supplied by the State and/or Federal Department of Labor, for purposes of

Prevailing Wage Surveys, by County. Occasional Out-of-Town contractors shall also complete and submit to the Union said forms, for any projects within Local #44's jurisdiction.

- (E) OSHA 30 Training: In addition to the new SFUA language, the following will also apply: 95% of all members will be trained in OSHA 30 by 4/30/2015. SMACNA will reimburse the JATC for 50% of training costs when 60% of the members are trained upon submissions of certifications and invoices. SMACNA will reimburse 50% of the training costs when 95% of the members are trained upon submission of certifications and invoices.

14. **Pinpointing:**

- (A) Business Manager to immediately notify the Chapter Executive of the Contractors Association as well as all Association members on all pinpoint matters.

It shall be the responsibility of contractors who are not members of the Association to contact the Union to learn of pinpoints, it being understood that the Union shall have no responsibility to contact them concerning said pinpoints.

- (B) No pinpointing on Apprentices.

15. **Apprentices:**

- (A) One apprentice for each contractor, second apprentice when employing six Local #44 journeypersons, third apprentice when employing nine Local #44 journeypersons...and so on...(See Article XI SFUA).

- (B) If no journeypersons are available for work, within 48 hours, the Union will grant a 2 to 1 ratio of apprentices. As a contractor slows down, the contractor will maintain a 3 to 1 ratio, on the jobsite.

If no apprentices are available, the Employer shall have

the right to hire pre-apprentices in their place.

(C) Benefits for apprentices will be as follows:

1. First and second year apprentices — Health and Welfare and Sheet Metal Workers' National Pension. National Pension will be paid at the same percentage rate as the apprentice pay rate (50% apprentice, a 50% National Pension Contribution; 60% apprentice a 60% National Pension Contribution and so on).
2. Third and fourth year apprentices — Full benefits for health and welfare, pension and annuity. National Pension will be paid on a percentage basis as in Paragraph (C 1).
3. IEF and IAF to be paid (see Article VIII Sec 12(B), Sec 13, and Sec 14 SFUA. Also NEMI and SMOHI, ITI and SASMI.) This is applicable to all apprentices. If the SMART Constitution and Ritual shall be amended (Article 29 Section 3) to relieve the Local Union from maintaining NEMI and SMOHI, the above referred to sections shall be amended by removing the provisions requiring contributions to the National Energy Management Institute Committee (NEMI) and the Sheet Metal Occupational Health Institute Trust (SMOHI). The contribution to NEMI shall be reallocated to at the discretion of the Union and the contribution to SMOHI shall be reallocated to the Local 44 Health and Welfare Fund.

(D) All apprentices shall work under the direct supervision of a sheet metal journeyman.

(1) TAB and HVAC Service contractors will be allowed to send apprentices out alone after their second year of training.

(E) It is the understanding of the parties to this agreement that the funds contributed by Signatory Employers of the International Training Institute and any local Joint Apprenticeship and Training Fund (Local JATC) will not

be used to train apprentices or journeypersons 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 the local JATC shall adopt and implement a Scholarship Loan Agreement program which will require apprentices and journeypersons employed by Signatory Employers to repay 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 the International Training Institute materials and programs.

16. Pre-Apprentices:

- (A) Except as otherwise provided in Paragraph 15(B) above, the Employer may employ pre-apprentices on the basis of one (1) pre-apprentice for every two (2) Local #44 journeypersons employed by said Employer, provided said Employer also employs apprentices according to the terms of Article XI (SFUA) based upon his normal average annual journeyperson employment if apprentices are

available in sufficient numbers.

The following ratio of journeypersons, apprentices and pre-apprentices employment shall apply:

<u>Number of Local #44 Journeyperson</u>	<u>Number of Pre-Apprentices</u>	<u>Number of Apprentices</u>
1	0	1
2	1	1
3	1	1
4	2	1
5	2	1
6	3	2
7	3	2
8	4	2
9	4	3
10	5	3

...and so on...

(B) Wage Scale shall be thirty (30%) percent of the wage rate of journeyperson (Article XII SFUA).

(C) Benefits for pre-apprentices will be as follows:

1. Health and welfare benefits for him/her — no family coverage.
2. Family coverage will be offered to him/her if they pay the additional cost themselves.
3. Contractor will furnish Blue Cross and Blue Shield or the equivalent.
4. Pre-apprentice may be enrolled into the Union's Health and Welfare plan under the Participation Agreement if the Employer chooses.
5. IEF and IAF to be paid (see Article VIII Sec 12(B), Sec 13, Sec 14 SFUA. Also NEMI and SMOHI and iTi). This is applicable to all pre-apprentices. If the SMART Constitution and Ritual shall be amended (Article 29 Section 3)

to relieve the local Union from maintaining NEMI and SMOHIT, the above referred to sections shall be amended by removing the provisions requiring contributions to the National Energy Management Institute Committee (Nemi) and the Sheet Metal Occupational Health Institute Trust (SMOHIT). The contribution to Nemi shall be reallocated to at the discretion of the Union and the contribution to SMOHIT shall be reallocated to the Local 44 Health and Welfare Fund.

- (D) Pre-apprentices must apply for apprenticeship within two (2) years from the date of their hire. A pre-apprentice who is rejected for apprenticeship or who fails to apply shall be removed as a pre-apprentice but may continue to perform work for the employer which is outside the scope of this agreement.
- (E) All pre-apprentices shall work under the direct supervision of a sheet metal journeyman.

17. **Job Foreperson:**

- (A) A job foreperson is to be appointed on every job at the direction of the contractor, if the member performs the following and the work area size is 10,000 square feet or more.
 - 1. Attend job conference (if exist).
 - 2. Full responsibility for job coordination with all trades.
 - 3. Full responsibility for all field measurements, time and job records.
 - 4. Coordination of sheet metal drawings with other drawings.
 - 5. Must be OSHA 30 certified.
 - 6. Must be a member of Local #44.
- (B) Whenever the employer employs 1 to 3 Journeyman on a job, the Foreperson to be paid 6% over the

Journeyman base rate.

18. **Foreperson:**

- (A) One foreperson to be in charge of shop regardless of number of members employed.

Foreperson to be paid 10% over the Journeyman base rate.

- (B) Whenever the employer employs four or more Journeyman but less than ten, on a jobsite, one member of Local #44 shall be classified as foreperson and shall be paid 10% over the Journeyman base rate.
- (C) Whenever the Employer employs ten to fourteen journeyman, but less than fifteen on a jobsite, a second foreperson shall be appointed from Local #44 at 10% over the Journeyman base rate.
- (D) Foreperson guaranteed 40 hours when in charge of six journeyman if available for work. In such circumstances the Foreperson shall receive holiday pay during a week in which the holiday occurs.

19. **General Foreperson:**

- (A) General Foreperson is to be included in any crew of 15 or more members working out of the shop (i.e. in the field) and said crew shall include 2 forepersons pursuant to item 18 above. For each additional 15 or more members the ratio of general foreperson to foreperson, (i.e. 2 to 1) shall be maintained.
- (B) General Foreperson is to receive 16% over the Journeyman base rate.
- (C) Must be a member of Local #44.

20. **Senior General Foreperson:**

- (A) To be appointed by the Contractor, at the Contractor's discretion.
- (B) Senior General Foreperson: to receive a minimum of 16% over the Journeyman base rate.
- (C) Must be member of Local #44.

21. **Sketcher:**

- (A) A Sketcher shall be a qualified draftsman, who can complete a system layout, who understands the design of ducts for proper air flow, who can coordinate the sheet metal drawings with the architectural plans and who has been assigned to the sketching job by shop management.
- (B) A sketcher shall receive 5% over the Journeyman base rate.
- (C) Upon successful completion of an appropriate CAD training course, a sketcher shall receive 10% over the Journeyman rate when employed as a CAD-based sketcher.

22. **Stewards:**

- (A) Stewards may be appointed, within the rules of the Union, to any job or shop of the Employer and the Employer agrees to recognize stewards in the settlement of minor or ordinary grievances and problems. Employer shall not layoff or discharge a steward because of his activities as steward, provided his activities are reasonable and within the rules.
- (B) Stewards shall have nothing to do with matters related to the referral, hiring, layoff or discharge of employees except that the Employer shall have each new employee report to the steward so that they may know each other.
- (C) Stewards shall have no authority whatsoever to call, order or create a strike or work stoppage. He shall report all serious matters to the Union Office.
- (D) Stewards shall be given, by the Employer, reasonable time to perform their normal duties and shall be given reasonable time to check, at the jobsite where he is employed and report on any sheet metal work, not included in the Employer's contract, during the regular

working hours and without loss of wages. Stewards shall not be dilatory or waste time in the performance of their duties and shall report to their foreperson before devoting time to checking other work. Under no circumstances shall a steward make any arrangement with Employer or others that will conflict with or be in violation of this Agreement.

- (E) The Steward shall be the next to the last member off at the end of the job. The foreperson shall be the last man off. When a steward is laid off from a jobsite or shop, he will be the second man recalled when work resumes at that jobsite or shop. The first employee recalled will be the foreperson.
- (F) The Employer may only terminate a steward for cause and only after giving forty-eight (48) hours advance written notification to the Union stating reasons; and then only provided the situation is unable to be corrected to the satisfaction of the Employer. The Business Manager will then appoint a new steward and notify the Employer in writing of the name of the individual appointed as steward.

23. Coffee Break:

- (A) It is agreed that the Contractor will allow one ten minute coffee break each day at approximately 10:00 a.m. at the place of work and on the jobsite.
- (B) If a ten (10) hour work day schedule is required, a second ten minute coffee break will be allowed at approximately 3:00 PM at the place of work and on the jobsite.

24. Computer Operations:

- (A) The preparation of all required forms or computer take-off sheets taken from architectural and engineering drawings or shop and field sketches shall be the work of sheet metal workers.

- (B) The inputting of information into a computer after it has been prepared by sheet metal workers shall be left to the discretion of the Employer, except that the current use of journeyman sheet metal workers utilized on inputting operations shall be continued. Should the inputting be direct from documents that are not prepared by sheet metal workers, then a sheet metal worker will perform the inputting of the information into the computer.
- (C) The operation of the cutting table, including the installation of punch tapes shall be the work of sheet metal workers.

25. **Moonlighting:**

- (A) Any employee (Journeyman or Apprentice) who is observed practicing his trade for other than a signatory contractor of the Collective Bargaining Agreement in the geographical area of the Local Union and in competition with a signatory contractor of the Collective Bargaining Agreement may be dismissed by the Contractor for which he is currently working.

26. **Layoffs:**

- (A) Contractor to notify a man one hour before layoff or pay one hour premium pay.
- (B) This does not permit man to leave jobsite unless approved by foreperson.
- (C) If possible, Contractor to notify Foreperson of layoffs one day in advance.
- (D) When an employee is laid off and has been receiving pay through direct deposit, the Employer shall deposit the employee's pay up through the date of layoff in the employee's account by midnight of the day following the layoff. In the case of an employee who receives a paycheck, the employee shall have the option of picking up the paycheck at the Employer's office after 12:00 pm

on the day following the layoff or have the employer mail the paycheck to the employee postmarked by midnight of the day following the layoff.

27. **Hiring Hall:**

- (A) The Employer will have the right to request any member by name from the out-of-work list. The request must be made in writing on company letterhead. The next employee hired will come off the out-of-work list.
- (B) The Union agrees to furnish upon request by the Employer journeyman sheet metal workers and apprentices when available in numbers sufficient to execute the work contracted for by the Employer in the manner and under the conditions specified in the Agreement.
- (C) The Employer agrees that all employees required for all work within the scope of this Agreement shall be hired only through the Union provided that:
 - 1. Referrals will be on a non-discriminatory basis and will not be affected in any way by Union membership, bylaws, rules, regulations, constitutional provisions, or other aspects of Union membership, policies or requirements except to the extent that these may be in violation of applicable law.
 - 2. The employer will have the right to reject anyone referred for employment provided his rejection is not based on Union membership and will have the right to recall any previous employee up to 90 calendar days after last employment, if available for work.
 - 3. Notices of this hiring arrangement shall be posted where notices to employees and applicants for employment are customarily posted.
 - 4. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of this Agreement.

5. Any and all grievances related to this hiring procedure shall be processed in accordance with the grievance Procedure provided in the Agreement.
6. If, during the term of this Agreement, the Labor-Management Relations Act of 1947, as amended, shall be further amended to so permit or the decision of a court of competent jurisdiction so permits, then the restrictive provisions of this Addendum by which the Union may be required to refer non-members to employment shall be immediately ineffective.
7. The Union agrees that it shall be the sole administrator of the hiring hall arrangement and shall not be considered to act as the agent of the employer and thereby the Union assumes responsibility for any violations of the law committed by it in connection with its administration of the hiring hall arrangement.
8. The Employer assumes responsibility for any violations of the law committed by Employer in connection with hiring or severance of employment.
9. The Employer agrees that if he hires an employee covered by this Agreement in violation of the Addendum, he shall be subject to disciplinary action and possible financial penalty by the Joint Adjustment Board if found guilty after charge is preferred. The employee involved shall also be subject to similar action by the Union.
10. The parties to this Agreement agree that they will not discriminate against any applicant for employment or any employee because of race, creed, color, national origin, sex, or occupationally irrelevant physical requirement.

28. **Referral:**

- (A) The Union agrees to furnish upon request by the Employer, duly qualified journeyman and apprentice 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.

- (B) If, upon request, the Local Union is unable within 48 hours from the time of receiving the Employer's request, Saturday, Sundays and Holidays excluded, to supply journeypersons with special skills, the Employer may secure journeypersons from any other source.
- (C) Such applicants, if hired, shall have the status of "Temporary Employees."
- (D) The Employer shall notify the Business Manager promptly of the names and social security numbers of such temporary employees and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.
- (E) The Employer will have the right to request any member by name from the regular out-of-work list. The request must be made in writing on company letterhead. The next employee referred will come off the regular out-of-work list.

29. **Annuity Fund:**

- (A) The Employer shall contribute to the Sheet Metal Workers Union Local #44 Annuity Fund the sum set forth on the Rate Schedule attached hereto for each hour worked.
- (B) Overtime Payments
 - 1. Payments into the Fund shall be computed by multiplying the hours worked by the current hourly Fund rate. This amount shall be indicated on the regular monthly report form.
 - 2. In the case of overtime work, the Annuity Fund contribution will be paid on an hours paid basis.

30. **Pinpointing:** (Resolution 78)

- (A) The parties are directed to vigorously implement Resolution 78 in combating non-union intrusions in the sheet metal industry including the granting of relief in the shop and field where necessary to retain and regain work.
- (B) In accord with the above decision of the NJAB issued in 1984, the parties are again instructed to vigorously implement Resolution 78 in order to effectively combat non-union competition for work opportunities.

31. **Non-Member of the Contractors Association:**

- (A) In the event an employer signatory to a National Agreement that does not recognize industry fund contributions, the employer shall contribute the same amount to the local Education Fund.
- (B) The Union agrees to encourage new signatory contractors to join the Association.

32. **Substance Abuse Policy**

The dangers and costs which alcohol and other chemical abuses can create in the Sheet Metal Industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a Substance Abuse Policy subject to applicable laws and regulations, procedural safeguards, scientific principles and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms

of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

In addition to Article XII (SFUA) It is the intent of the parties of this agreement to begin a standard Substance Abuse Program. A committee consisting of equal members of labor and management will be formed for the purpose of developing a program. This program will commence within 18 months of signing this agreement, unless both parties mutually agree to an extension.

33. Security Clearances:

The Union will provide state clearances for all members that are on the out-of-work list. Contractors will be responsible for clearances for their core employees. Both parties will share these documents with each other.

34. Welder Incentive: In order to promote a special skill set of the industry, members going forward, will be compensated with an incentive check for the following welder certifications.

SMAW- D1.1- all positions (stick) = \$200.00

GMAW- D9.1- all positions (mig) = \$150.00

GTAW- D9.1- all positions (tig) = \$ 200.00

35. Workplace Cameras: A Memorandum of Understanding has been signed into effect on September 10, 2018.

36. Contract Terms and Conditions:

The expiration of this Agreement shall be April 30, 2026.

Addendum #2

INTEGRITY CLAUSE

SECTION ONE: 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 noncontrolling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with SMART International Association, AFL-CIO in that area.

An Employer is also a “bad faith employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary 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 hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with Sheet Metal Workers’ International Association, AFL-CIO in that area.

SECTION TWO: Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “bad faith employer” as such term is defined in Section 1 hereinabove and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a “bad faith employer”. 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 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.

Addendum #3

International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union #44 HVAC AGREEMENT

Residential – Light Commercial – Service

This addendum to the Standard Form of Union Agreement only applies to the extent specifically stated, and all other Articles, Sections and addendums shall remain in full force and effect without modification or exceptions.

ARTICLE I

SECTION 1.

- (a) This agreement covers the rates of pay, rules and working conditions of all Employees of the Employer engaged in, but not limited to, the fabrication, erection, installation, repairing and replacing of all heating and air conditioning systems for Light Commercial, and Residential and Service Sheet Metal Workers.
- (b) Any mention in this agreement pertaining to will include Light Commercial, Residential and Service Sheet Metal Workers.
- (c) Apprentice ratios will be 1 to 1 on Residential Work and 2 to 1 on Light Commercial/Service Work.

ARTICLE II

SECTION 1. *RESIDENTIAL*

All work shall be defined as applying to any single-family dwelling or multiple family housing unit or tract of houses where each individual family apartment is individually conditioned by separate and independent unit or system.

SECTION 2. *LIGHT COMMERCIAL*

A light commercial HVAC duct system is defined and limited to one or more HVAC duct systems per light commercial project or premise, provided that no single unit on a project can exceed 25 (twenty-five) tons, in accordance with the American Refrigeration Institute (ARI) ratings and manufacturer's specifications.

Light Commercial work also includes any "fit-up" or repair, or renovation, or replacement of, duct, flex, diffusers and grills, VAV boxes, exhaust fans, air handlers or RTU's etc. in existing buildings or portions of a building such as wings, floors, etc. The total project square footage for all work performed under this agreement shall be 20,000 (twenty thousand) square feet or less.

The following work will also be covered by this agreement:

- (a) Motels with Lobbies — Four stories or less**
- (b) Hotels with Lobbies — Four stories or less. Convention and Banquet Halls are excluded.**
- (c) Fast Food and Chain Restaurants**
- (d) Pharmacies and Convenience Stores**
- (e) Privately funded apartment buildings — Four stories**

or less.

- (f) **Non-public community centers and club houses — Four stories or less**
- (g) **Gas Stations**
- (h) **Strip Shopping Centers excluding malls**
- (i) **Privately funded daycare facilities, assisted living facilities and nursing homes — Four stories or less**
- (j) **Storage Centers**
- (k) **Green houses**
- (l) **Privately funded tenant fit-out and office space 20,000 square feet or less.**

All of the above work can be expanded with waiver granted by the Union.

Both parties agree to review section 2 on an annual basis so as to ensure the proper use of the Light Commercial Addendum with the ability to reopen the contract to modify this section if needed.

Light Commercial work covered by Project Labor Agreements, Davis Bacon Projects, Prevailing Wage Projects, General President Maintenance Agreements, National Maintenance Agreements, Building Trades Agreements or "Union Only" agreements are excluded from this addendum.

SECTION 3. SERVICE

This work is defined as HVAC Technicians engaged in installation, servicing refrigeration, heating and cooling and/or ventilation mechanical equipment and related piping systems irrespective of the power source. Said work shall include the following:

1. Layout and cutting of all holes and chases, setting and erection of bolts, inserts, stands, brackets, supports, sleeves, hangers and conduit.
2. All soldered, welded or brazed joints or any other method of making joints in connection with the air conditioning and heating industry.

3. Layout and cutting of all pipe work in connection with the air conditioning and heating industry.
4. Assembly and erection of tanks used in connection with the air conditioning and heating industry.
5. Operation, maintenance, repairing, servicing and dismantling work within the air conditioning and heating industry.
6. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used within the air conditioning and heating industry.

SECTION 4. FABRICATION

All duct fabricated for Residential, Light Commercial and/or Service projects shall be performed at the Building Trades rate of pay.

ARTICLE III

SECTION 1. HOURS OF WORK

- (a) The workweek shall consist of a forty (40) hour week; divided into five (5) workdays of eight (8) hours each, running consecutively from Monday to Friday. The workday shall consist of eight (8) hours, exclusive of the lunch period, starting between the hours of 7:00 A.M. and 10:00 A.M. and ending by 6:30 P.M.
- (b) Work performed in excess of 40 hours during the regular week and on Saturdays, shall be compensated at one and one-half (1½) times the total hourly rate, Sundays and Holidays shall be compensated at two (2) times the hourly wage rate.

ARTICLE IV

TRAINING

The JATC will develop a curriculum for Res./Light Comm./Service Apprentices. Classes will be held two Saturdays per month during the school year. Journeypersons and apprentices can attend all classes being offered to Local 44 members. All members will be trained in OSHA 30.

ARTICLE V

FRINGE BENEFITS

- (a) Employers agree to contribute to the applicable HVAC wage rates on all benefits. (See applicable wage rates)
- (b) All benefits are on hours worked.
- (c) Contributions shall be remitted on all benefits no later than the 20th day of the month following the month on which the hours were worked.
- (d) Employers agree to be bound by the wages, hours, working conditions and collections contained in the Commercial Agreement or on any work not specified in Article 1 (a) and 1 (b) of this Agreement.
- (e) When a Building Trades A-Rate member works at the Light Commercial Rate, he shall receive an additional \$1.00 over the B-Rate annuity per hour in lieu of paid days off as per the agreement.

ARTICLE VI

The company shall provide employees with standard basic medical and hospitalization coverage including dental and optical coverage. The company shall pay all premiums. The company reserves the right to change insurance carriers, upon notice to the Union, so long as the coverage's provided are not reduced.

The employer will issue a summary plan description of health and welfare benefits provided.

ARTICLE VII

- (a) Non-member Employees newly hired will first report to the Union Office and serve a sixty (60) day probation period. After the probation period, the Employee will become a member of the Union.
- (b) Benefits will be from the first day of employment, if probation period is passed.

ARTICLE VIII

This agreement shall become effective on the 1st day of May 2022 and shall remain in full force and effect until the 30th day of April 2026 and shall continue in full force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date.

SHEET METAL WORKERS' LOCAL #44
RESIDENTIAL/LIGHT COMMERCIAL JOURNEYPERSON
EFFECTIVE May 1, 2022 THRU APRIL 30, 2026

The hourly wage package shall be increased as follows:

Effective May 1, 2022 — \$1.75 per hour

Effective May 1, 2023 — \$1.50 per hour

Effective May 1, 2024 — \$1.25 per hour

Effective May 1, 2025 — \$1.10 per hour

BASE WAGE	\$26.80
*WORK ASSESSMENT	\$ 0.85
*MEMBER BENEFIT FUND	\$ 0.10
*Withdraw from taxable wages and submit as per fringe benefit schedule.	
ANNUITY	\$ 3.00
SASMI	\$ 1.06
EDUCATION FUND	\$ 0.66
IT I/NEMI/SMOHI	\$ 0.18
LOCAL I.A.F. FUND	\$ 0.28
TOTAL BENEFITS	\$ 5.18
EMPLOYER OPT. INTO UNION H&W (single/family coverage)	\$ 5.60
TOTAL PACKAGE	\$37.58

Annuity fund shall be paid into as hours paid and all other Benefits on hours worked.

EXAMPLE: Saturday annuity rate of pay @ 1½ per hour equals \$4.50 per hour.

Sunday annuity rate of pay @ double time equals \$6.00 per hour.

The employees will also be entitled to a paid vacation at the rate of = 1 week + 7 paid holidays and 3 sick/bereavement days per year, for all employees that have at least 1 to 2 years of service.

2 weeks + 7 paid holidays and 3 sick/bereavement days per year, for all employees that have at least 2 to 10 years of service. Over 10 years of service shall be paid at a rate of 1 additional day per every additional year of service up to 15 years or a 3 week maximum + 3 sick/bereavement days per year and 7 paid holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and either the Friday after Thanksgiving or the Monday after Thanksgiving at the employee's option. If the Holiday falls on Saturday the Friday before will be observed as the holiday, if the Holiday falls on a Sunday the following Monday will be observed as the Holiday. In no case shall a Holiday be paid for twice in case of shutdowns, etc.

Black Friday, Easter Monday and Veterans Day will be recognized as voluntary holidays with the option to work at straight time. The Employer will also have the option to close on voluntary holidays.

SHEET METAL WORKERS' LOCAL #44
Residential/Light Commercial Apprentices
EFFECTIVE May 1, 2022 THRU APRIL 30, 2026

	Term 1-50%	Term 2-60%	Term 3-75%	Term 4-90%
BASE WAGE	\$13.40	\$16.08	\$20.10	\$24.12
*WORK ASSESSMENT	\$ 0.42	\$ 0.51	\$ 0.64	\$ 0.77
*MEMBER BENEFIT FUND	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
*Withdraw from taxable wages and submit as per fringe benefit schedule.				
ANNUITY	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
SASMI	\$ 0.66	\$ 0.74	\$ 0.86	\$ 0.98
EDUCATION FUND	\$ 0.66	\$ 0.66	\$ 0.66	\$ 0.66
I T I/NEMI/SMOHI	\$ 0.18	\$ 0.18	\$ 0.18	\$ 0.18
LOCAL I.A.F. FUND	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28
TOTAL BENEFITS	\$ 4.78	\$ 4.86	\$ 4.98	\$ 5.10
EMPLOYER OPT. INTO UNION H&W	\$ 5.60	\$ 5.60	\$ 5.60	\$ 5.60
(Single/family coverage)				
TOTAL PACKAGE	\$23.78	\$26.54	\$30.68	\$34.82
(TOTAL PACKAGE on apprentices will increase appropriately)				

Annuity fund shall be paid into as hours paid and all other Benefits on hours worked.

EXAMPLE: Saturday annuity rate of pay @ 1¹/₂ per hr. equals \$4.50 per hr.

Sunday annuity rate of pay @ double time equals \$6.00 per

Total package increases for 5-1-2023=\$1.50, 5-1-2024=\$1.25, 5-1-2025=\$1.10.

The Union retains the right of allocation into existing funds for the increases scheduled for May 1, 2022 and thereafter, except a minimum of \$0.02 per year to be allocated into the IAF.

1. **Travel and Mileage Pay Zones:**

0 to 59 Miles.....	Free
60 to 79 Miles.....	\$15.00
Over 80 Miles.....	\$30.00

On jobs over eighty miles from the Union Hall, members are requested to stay overnight near the job. On jobs over eighty miles, members will be paid \$100.00 per day for Board and Room for each workday night stayed. Mileage rate to be 35 cents per mile. On jobs over eighty miles, members will be paid one car trip at 35 cents per mile out at the beginning of the job and one car trip back at the end of the job. No mileage will be paid to employees that ride in a company owned vehicle for travel to and from the job.

Distance to the job to be measured by road mileage or speedometer mileage on the most traveled route. If a conflict arises a committee made up of the Executive Director -Vice President of the Association and the Business Manager or Business Agent of the Union, will determine the most traveled route.

- 2. **Leadperson**- Whenever the employer employs One or more journeypersons but less than four on a job-site, one member of Local #44 shall be classified as leadperson and shall be paid 5% over the Journeyperson base rate. Leadperson + 1-3 Journeyperson.
- 3. **Foreperson**- Whenever the employer employs four or more journeyperson on a jobsite, one member of Local #44 shall be classified as foreperson and shall be paid 10% over the Journeyperson base rate. Foreperson + 4 Journeypersons.

Addendum #4:
FORM LETTER OF ASSENT

This is to certify that the undersigned Empower has examined a copy of the current approved Labor Agreement between SMACNA of Northeastern Pennsylvania and Local #44 Sheet Metal Workers.

The Undersigned Employer hereby agrees to comply with all of the terms and conditions of employment contained in the above mentioned agreement and all approved amendments thereto. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Employer as though he or she had signed the above referred to Agreement, including any approved amendments thereto.

It has been brought to our attention that the Sheet Metal Collective Bargaining Agreement between Sheet Metal Workers International Assoc. Local #44 and SMACNA of Northeastern PA, Inc. provides in substance that if our firm is party to a National Agreement that does not recognize Industry Funds, the employer will pay the like amount into the Local Education Fund.

Having reviewed the options available under the terms of the agreement, we have elected to make contributions to the Fund indicated below.

_____ SMACNA INDUSTRY FUND (IAF)

_____ LOCAL EDUCATION FUND (IEF)

This letter assent should become effective for the undersigned Employer on the _____ day of _____, and shall remain in effect until the _____ day of _____.

If the undersigned Employer does NOT intend to renew this assent, he shall so notify the Local Union in writing at least thirty (30) days prior to the termination date.

Name of Firm: _____

Address: _____

Phone: _____

Signed for the Employer

By: _____

Title: _____

Date: _____

Signed for Local Union #44 Sheet Metal Workers

By: _____

Title: _____

Date: _____

IN WITNESS HEREOF and intending to be legally bound hereby the parties have hereunto fixed their hands and seals this _____ day of _____, 20__.

Addendum #5

THE CODE OF EXCELLENCE POLICY

Our members demonstrate on a continuing basis skills and professionalism that are the industry standard. While we have and continue to recognize the commitment of these individuals, our Code of Excellence Program is designed for SMART local unions to promote and establish a uniform best practices format that will instill a sense of pride in the union and bring out the best from all our members. The SMART Code of Excellence Program is our action plan to establish policies designed to demonstrate and showcase the skills and professionalism of SMART members. In essence, the Code of Excellence Program is a marketing and action policy designed to develop a pride of ownership in our members that demonstrates the professional workmanship and productivity provided by SMART members every workday on every jobsite.

The basic tenets of the Code of Excellence Program shall be to provide to the SMART, the employer and client:

1. Members of the SMART who provide the highest level of quality at the highest level of performance;
2. Who use superior craft skills; and
3. Who have proven best work practices.

The Code of Excellence Policy is therefore a written policy of the culture of the SMART designed to instill a sense of pride and professionalism in our membership. When adopted and implemented, the uniformity of this Code of Excellence Policy shall demonstrate to employers and their clients that contracting the services of SMART members is synonymous with contracting excellence.

The Code of Excellence Program is an internal SMART program and therefore not dependent on external forces. This allows the success of the Code of Excellence Program to rest solely within the control of the SMART leadership and members.

The Code of Excellence Program, therefore, must have the total support of the local union membership at all levels, and in particular the full commitment of local union leadership who must set the example in promoting the policies set forth.

With adoption and implementation at the local union level, it shall be incumbent upon the Business Manager with the assistance of their Business Representatives to participate actively in enforcement of all provisions set forth in the Code of Excellence Program.

CODE OF EXCELLENCE PROGRAM DESIGN COMPONENTS

The Code of Excellence Program is designed to be flexible and to be used in every local union within the SMART IA. Specific issues of concern to local union leaders and memberships can be incorporated into the Code of Excellence Program; however, the key components of the Code of Excellence Program must be consistently applied if the program is to be successful.

The key components of the Code of Excellence Program and which must remain consistent are:

1. **Commitment** — The Code of Excellence Program requires a commitment by the local union at every level of leadership, with membership acceptance, to abide by the responsibilities stated within the program.
2. **Business Manager** — The Business Manager or his/her designee is empowered to address workplace issues with members and to communicate to employers the individual workplace needs requiring management involvement.
3. **Member Professionalism** — SMART members have a responsibility to their union and fellow members to present themselves and represent their local union in a professional manner. This includes meeting employer and end user expectations about the work we perform.

4. Member Responsibility — It is incumbent upon each member to assist each other in meeting our Code of Excellence Standards.
5. Consequences — Members must clearly understand the consequences if we fail to meet the customer's needs. Our ability as a union to ensure good wages and working conditions is directly related to our ability to perform.

IMPLEMENTATION OF THE CODE OF EXCELLENCE

The Code of Excellence Program is an internal SMART program. Therefore, implementation of the program shall be accomplished at the local union level using the following steps:

1. Presentation to all Local Union Leadership — The program shall be presented by an SMART International Representative to the officers and leaders of the local union.
2. Adoption by Officers — Local union officers and leadership shall discuss the provisions of the program and develop necessary local provisions for inclusion into the document. After adoption by the Officers, the Local union leadership then commits through a recommendation by the local union Executive Board that implementation of the Code of Excellence Program be adopted by the full membership.
3. Adoption by Membership — Following adoption by local union leadership, the program is presented to local union membership for adoption.
4. Local Officers and Leadership Training — Upon request of the local union, the International will assist in training local union leadership on the goals and implementation of the program.
5. Presentation to Local Union Membership — Presentations will be provided to the membership by the local union with assistance from the International. Through this process, the expectations necessary to achieve the acceptable

level of professionalism and productivity for each SMART member will be discussed and defined.

6. Presentation to Employer — Once the local union adopts the Code of Excellence Program, the Business Manager or his/her designee presents the program to the Employer.

SMART MEMBERSHIP COMMITMENT

As we face unprecedented competition for the services provided by the membership of the SMART, we must recognize our primary marketable qualities are our skills, productivity and professionalism. To succeed we must present to the end user, be it contractor or end user clients, the value in using SMART members. This requires that each member conforms to and supports the Code of Excellence Program responsibilities set forth below. As a result, our promise of professionalism and productivity is met every day by every member. The future of our membership and the SMART is dependent upon our ability to establish our added value to the employers and end users within the sheet metal industry.

SMART RESPONSIBILITIES:

The Business Manager of the local union will have ultimate responsibility for implementation and administration of the Code of Excellence Program. The program structure is designed to insure that the Business Manager or his/her designee shall be the first point to resolve Code of Excellence Program issues quickly and effectively.

Our responsibilities include the following:

Working Time

- First and foremost, our members shall adhere to our core principle of productivity, eight hours work, for eight hours pay.
- All members shall adhere to established contractual starting and quitting times and shall meet their

responsibility to their fellow members and employers by arriving to work on time and ready to work.

- Break and lunch periods are limited to the time allowed by the contract, or agreement(s).
- Members shall meet their responsibility not to leave the jobsite without proper approval.
- When absent the member shall contact supervision in advance of their established starting time to confirm such absence.
- All members shall be productive and efficient, with idle time kept to a minimum.
- Personal cell phone usage shall be limited to appropriate break times or lunch periods, or emergency use as defined by the Business Manager.
- Members shall meet their contractual responsibility to eliminate work disruptions on the job.
- All members shall work toward the goal of completion of projects on or under the allotted time.

Safety

- Safety, being a primary concern for both our members and contractors, members shall meet their obligation to perform work safely and effectively, following employer and industry established rules.
- Members will meet their contractual and personal responsibility to utilize proper safety equipment and safety methods.
- Members will participate in OSHA 10 courses as offered by the local union when required by their Collective Bargaining Agreements.

Tools

- In meeting their responsibility as highly skilled and qualified craftsmen, all members shall carry the necessary and proper tools as required by the Collective Bargaining Agreement.
- Members shall meet their responsibility in taking care of the equipment and tools provided by the employer.

Fitness for Duty

- Members shall meet their responsibility of being fit for duty by accepting work for which they have the requisite skills and training.
- Members shall exhibit and maintain a level of craftsmanship recognized to be within the industry standard.
- Members shall meet their responsibility to be fit for duty, with zero tolerance for substance abuse.
- As representatives of their local union and the employer, all members will be professional in appearance.
- The wearing or display of inappropriate materials shall not be tolerated.
- The Business Manager or his/her designee and leaders on the job shall work with other members who have displayed unacceptable work habits so that each member on the job meets a standard of quality and productivity second to none.

Labor/ Management Relations

- Members shall respect the property of the contractor and end users, and graffiti and other forms of destruction and waste will not be tolerated.
- Members shall respect all legal facility rules of the client and or end user.
- Activities which cast the International Association or the

local union in disrepute shall not be tolerated.

- Any inappropriate behavior toward another member or group of members shall not be tolerated.
- Inappropriate behavior toward customer representatives or employer representatives shall not be tolerated.
- The goal of the SMART Code of Excellence Program is to promote professionalism within the total membership of the SMART IA and a sense of pride in our membership.

EMPLOYER RESPONSIBILITIES;

The ultimate responsibility of managing the work and projects falls within the control of the employer. With such responsibility our signatory employers, and if applicable our employer associations, have a responsibility to manage their jobs effectively. Therefore, to build confidence and trust in the Code of Excellence Program, the employer must meet its responsibilities in addressing job performance issues, including the following:

- To address ineffective supervisors, including superintendents, general foreperson, and foreperson.
- To insure proper job planning, supervision and layout, to minimize down time.
- To make available the proper types and quantities of tools, equipment and materials to ensure job progress.
- To ensure proper maintenance, care, storage, and security for employer-provided equipment and tools and employee-provided tools.
- To demonstrate to the customer the efficiency of our partnership, the employer will ensure there are adequate numbers of employees to perform the work efficiently and, conversely, to limit the number of employees to the work at hand.

- To provide the necessary jobsite leadership to eliminate problems and provide effective solutions.
- To instill in supervisors the necessary positive attitude that the SMART local union, their members and the employer are working together.
- To ensure that jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- To eliminate unsafe work conditions and ensure that proper safety training, equipment, and methods are utilized.
- To address concerns brought forth by the Business Manager or his/her designee. If the problem is not resolved at the lowest level of management, the Business Manager or his/her designee may choose to address the issue with higher levels of management.
- If the issue is not resolved, the local union or employer may call for a labor-management meeting to resolve concerns or issues.
- To treat all employees with dignity and respect.
- To discipline fairly and reasonably.

MEMBERSHIP DISPUTE RESOLUTION CRITERIA

Overview

The success of the Code of Excellence Program is dependent upon the acceptance and understanding by each member of the scope of their responsibilities as established within the program.

It must be understood that a truly successful workplace environment can only be achieved by participation of both SMART and the Employer in meeting their responsibilities. The union's role is to address with its members any individual problems that are brought to its attention to ensure the Union's

obligation to live up to the promise of providing a skilled and professional workforce to the employer and the end user is maintained and improved.

UNION RESPONSIBILITIES:

- The Business Manager or his/her designee will work with members through a process of mentoring to correct and solve problems related to job performance.
- On a regular basis, the Business Manager or his/her designee will communicate with management on Code of Excellence Program issues. This will then be communicated to SMART members through the local union leadership.
- If an individual member is not meeting established responsibilities under the program and the correction of such adverse behavior cannot be achieved through mentoring between the local union leadership, member peers and the individual member, the local union Executive Board shall have the responsibility to review, evaluate, and address such problems with the individual member. If the member is unwilling or unable to meet his/her obligation under the Code of Excellence Program, the local union shall be empowered to take necessary action up to and including filing of appropriate charges under the Constitution and Ritual of the SMART IA.

The following is inconsistent with the conduct required under the Code of Excellence Program.

1. Refusal of jobs or unavailable (no returned call) upon call from the dispatcher for work shall upon the third violation result in removal from the out of work list and placement in the "inactive file".
2. Not showing for work when dispatched, which shall be deemed to be a violation of the Constitution, and may, subject the member to local union charges and trials.

3. Acceptance of employment or job under false pretenses, such as no adequate skills for the job, which shall also be deemed a violation of the Constitution, and may subject the member to local union charges and trials.
4. Conduct resulting in termination by an employer for cause, which shall be documented upon the attached form which is to be supplied by the local union. If the employer indicates that a terminated employee is not eligible for rehire, such designation shall be honored by the dispatch office for a minimum of 180-days. Provided that, if the local union determines to process a grievance contesting such a termination, such termination shall not be considered as being for cause until a Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedures negotiated by the local parties) determines that such termination was for cause, or the grievance process is otherwise completed without invalidating the termination.

The Business Manager and or his/her designee, as well as the employer, must endeavor to correct performance problems with individual members at the workplace, so that their performance meets the standards of the Code of Excellence Program. However, there will be instances where the local union ultimately must withhold contractual referral privileges from those members that have demonstrated that they are either unwilling, or incapable, of meeting acceptable standards of workplace behavior. In such circumstances, employers have a reciprocal obligation to terminate employees for cause, rather than merely laying them off, so that such employees are not simply referred for employment with another employer. A disciplinary action plan shall be implemented which establishes a "Three Strikes Policy" for violation of the Code of Excellence Program provisions.

Such plan shall provide that, in any case where there are three separate instances within a 24-month period where the employee has been convicted of constitutional violation under points 2 or 3 or has been subject to termination under point 4, in any combination, the member's referral privileges shall be suspended indefinitely.

The member may appeal the suspension to the Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedure negotiated by the local parties), which shall have authority to reduce the period of any suspension of referral privileges, if it determines that fairness and equity require such action under the circumstances of the particular case or to terminate the suspension when it determines that the underlying causes for the suspension have changed so that the member deserves to be restored to referral privileges.

A sample copy of the Notice of Termination Form is attached as Exhibit A.

Exhibit A
NOTICE OF TERMINATION

SMART Local — (Required by Code of Excellence Program)

Name: _____

Address: _____

Last 4 Digits of Soc. Sec. No. _____

Termination Date: _____

Employee Classification: _____

Lay Off Discharge Voluntary Quit

Reduction of Forces Not Qualified

To Take Another Job Absenteeism

To Seek Another Job

Dates: _____

Leaving Area _____

Not-Productive Sickness

Insubordination (Explain) _____

Other (Explain) _____

Misconduct (Explain) _____

Employer: _____

Explanation: _____

Addendum #6
Owner/Member Language

Owner Members shall comply with the following:

All owner/members must participate fully in all funds at 40 hours a week or take a withdrawal card.

**SIGNATURE PAGE OF ADDENDUMS # 1 THROUGH # 6
TO THE INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION
WORKERS, LOCAL UNION # 44
STANDARD FORM OF UNION AGREEMENT**

- #1 Addendum #1**
- #2 Integrity Clause Addendum**
- #3 Residential/Light Commercial/Service Addendum**
- #4 Letter of Assent**
- #5 Code of Excellence Addendum**
- #6 Owner Member Addendum**

Employer

Company Name

Date

Union Representative

Local Union No. 44

Date

IN WITNESS WHEREOF and intending to be legally bound
hereby the parties have hereunto fixed their hands and seals
this 1st day of May, 2022.

Sheet Metal Contractors Association of Northeastern

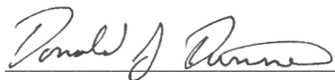


5/1/22

(Edward Fetchen, President)

Date

International Association of Sheet Metal, Air, Rail
of Northeastern Pennsylvania Inc.
and Transportation Workers Local Union 44



5/1/22

(Donald J. Dunne, Business Manager)

Date

BY-LAWS WITH MISC. RULES, REGULATIONS AND MOTIONS

ARTICLE 1 Preamble

SECTION 1. This organization shall be known as the Sheet Metal, Air, Rail and Transportation Workers Local Union No. 44 for Northeastern Pennsylvania with its office located in Wilkes-Barre, Pennsylvania.

SECTION 2. The object of this association shall be:

- (a) To protect and enhance the standards of the Sheet Metal Industry;
- (b) To upgrade the skills of journeymen members to meet the requirements of changing technology and materials;
- (c) To cooperate and assist other labor organizations in achieving labor's goals and for the betterment of all working men and women.

SECTION 3. These By-Laws shall cover working rules, and other rules and regulations brought up by the membership.

ARTICLE 2 Members Responsibilities

SECTION 1. The term "Member" as used in these By-Laws shall apply to all Building Trades Members of the Sheet Metal, Air, Rail and Transportation Workers International Association Local Union No. 44.

SECTION 2. All members of Local No. 44 shall be bound by the constitution and ritual of the Sheet Metal, Air, Rail and Transportation Workers International Association and a standard form of Union agreement and addenda thereto.

The following rules and regulations shall govern all Building Trades Members of Local No. 44 of Northeastern Pennsylvania.

ARTICLE 3

Stewards and Duties

The following sections listed below are intended to spell out, as well as clarify the duties of Building Trades Stewards for Sheet Metal Workers' Local Union No. 44. Section 1. Comply to the word and letter with Article 15, Sections 1, 2 (a) and Section 2 (b) of the Constitution and Ritual.

SECTION 2. The business manager will appoint active shop and job site stewards, who will be present and report at each meeting.

(a) Do to the large area:

(1) A written report may be submitted, or

(2) A representative of the steward may give the report.

SECTION 3. No member in a supervisory capacity may serve as steward.

(a) The steward has the choice if he has the opportunity to become foreperson.

(b) In which case he may only hold one position.

ARTICLE 4

Out of Work List

SECTION 1. A bulletin board will be put up in the meeting hall showing:

(a) When a member becomes idle, and

(b) When he returns to work.

SECTION 2. Any member who receives eleven (11) consecutive eight (8) hour days, or 100 hours without a layoff, shall have their name removed from the out of work list.

SECTION 3. Any member refusing two (2) jobs, they are qualified for, shall have their name put on the bottom of the out of work list.

(a) If a member in good standing on the out of work list has refused 2 or more jobs and has not accepted a job in covered employment for a period of one year, he or she will be notified in writing at their last known address that they will be removed from the out of work list. If removed, any member in good standing may through written request have his or her name place back on the bottom of the out of work list when they are available for work. This rule does not apply to any member who cannot accept work do to injury or illness.

SECTION 4. If a large layoff takes place, the men will be put on the out of work list by the amount of hours worked in the past year.

(1) Least amount of hours first.

SECTION 5. If a member accepts employment in another Sheet Metal Local, or other trade.

(1) His or her name remains on list for 60 working days.

(2) After 90 days his name will be put back on the list.

(3) If he refuses two (2) recalls by the Local, for jobs he is qualified for, his or her name goes back to the bottom of the list.

SECTION 6. If you get a job out of the Sheet Metal Trade, through the office, and refuse two (2) recalls, you are qualified for, you will face charges by the executive Board.

SECTION 7. If you are called to go to work in another Sheet Metal Local, the business manager will furnish you with the complete wage and fringe benefit package of the local you will be traveling to.

SECTION 8. Anyone laid off for one day or more must report to the office within 24 hours.

(a) They must also report to the office when they are recalled.

SECTION 9. Anyone whose name is on the out of work list, but is working out of town, and takes another job out of town, his or her name remains the same place on the list, instead of being removed and have to wait 30 days before it goes back on.

SECTION 10. Any member feeling he or she deserves special dispensation where the out of work list is concerned can bring it to the executive board.

SECTION 11. For any member whose unemployment benefits have run out. Their name will go to the top of the out of work list.

- (1) Must be verified by unemployment office.
- (2) If a member refuses one (1) job he is qualified for, his or her name goes back to its normal place on the out-of-work list.
- (3) If a member has refused a job, which he or she was qualified for, in the previous three (3) months, that member will not be eligible to have their name placed on the no check preference list.

SECTION 12. If a member fails a drug or alcohol screen he or she will immediately be placed on the bottom of the out of work list, it is the members responsibility to immediately schedule another screening performed by a healthcare professional, if he or she disputes the results of the first screening.

SECTION 13. Hiring for Susquehanna Steam Energy Station in Berwick, PA shall be governed according to posted practices at the Union Hall.

SECTION 14. Motion made to have the out of work list changed to 30 calendar days before losing the person's spot on the list at the Montour PP&L Power Plant at Washingtonville, PA.

SECTION 15. Motion made to have the out of work list changed to 21 calendar days before losing the person's spot on the list at the Proctor and Gamble Plant in Mehoopany, PA.

ARTICLE 5

Soliciting Work

SECTION 1. Any member brought in before the executive board for soliciting or accepting a job, for him, herself or another member, without the authorization of the business manager or business representative will be tried and if found guilty, be fined.

(a) Minimum suggested fine for soliciting own work shall be \$300.

SECTION 2. Anyone requesting a layoff, and then is requested by another contractor, within a certain time limit, will be considered soliciting his own work and appropriate action will be taken.

(a) The time limit shall be two (2) days for each man on the out of work list.

ARTICLE 6

Picket Duty

SECTION 1. Roster picketing shall be in alphabetical order.

(a) Picketing shall be divided into three (3) areas.

(1) These areas shall be the same as used in apprentice placement.

SECTION 2. A member who has picket duty shall picket, or pay another member \$50.00 to picket in his place.

(a) \$50.00 is payable within seven (7) days.

SECTION 3. A member found guilty for refusing to picket or refusing to pay another member \$50.00, shall face possible charges. (1) Suggested fine is one (1) days' pay.

ARTICLE 7
Applications

SECTION 1. All applications for membership and re-initiated applications for membership shall be brought before the executive Board.

ARTICLE 8
Elections

SECTION 1. A copy of the roll book will be made available for the nominees' inspection.

SECTION 2. Two voting machines will be rented for the use in general elections if needed.

SECTION 3. Elections shall be held between the hours of 12 noon through 8:00 p.m.

SECTION 4. The Judge of elections and Tellers shall be taken from members on the out-of-work list.

SECTION 5. Never will nominations and elections be held on the same day.

ARTICLE 9
Officers

SECTION 1. This Local shall have one (1) full time Business Manager and one (1) full time Business Representative.

SECTION 2. Any member of the executive board missing a regular or executive board meeting, without a reasonable excuse, shall forfeit \$100.00 of his or her executive board expense.

Section 3. Local No. 44 shall pay the financial secretary treasurers phone bill.

ARTICLE 10
Overtime Work

SECTION 1. In order to work any overtime, every member must have his dues paid for the current month.

ARTICLE 11

Miscellaneous Motions

SECTION 1. (Calendar) The Local shall purchase calendars to announce meetings.

(a) Members will be notified of any postponements.

SECTION 2. (Camera) A camera will be purchased for local needs.

SECTION 3. (PA Building Trades) Local No. 44 will be affiliated with the Pennsylvania Building and Construction Trades Council.

SECTION 4. (Sketchers) The Local shall purchase stamps and furnish them to sketchers.

SECTION 5. (Personal vehicles) Members shall not use their own vehicles to transport company tools, material or equipment.

SECTION 6. If starting work at the shop at the normal starting time, and then being sent out to a job, you should be back at the shop at the normal quitting time.

SECTION 7. If any member is appointed to a board or committee, whose meetings are held during normal working hours. The member shall be paid for attending these meetings. If meetings are held after normal working hours, they shall not be paid.

SECTION 8. Union members, who are responsible for applying Union Labels on our work, must have name of job and address of job, before applying said Union Labels. If not supplied with this information, no labels shall be applied. Job numbers are not acceptable. Union Labels must be applied to work on the same day work is complete. No Union Labels shall be applied later unless permission is given by the Business Manager or Business Representative.

SECTION 9. Members requesting charitable contributions, will be limited to \$150.00 per year, per member.

SECTION 10. Any member required to use personal vehicle on Union business, will be reimbursed mileage at the established mileage rate set by the Federal government.

ARTICLE 12

Union Meetings

SECTION 1. Regular Monthly Union Meetings shall be held the third Thursday of each month @ 5:30 pm.

SECTION 2. Eleven (11) Members of Local #44 shall constitute a quorum for the purpose of holding Regular Monthly Meetings.



Show Me The Label

