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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 1st day of May 1, 2022 by and between North Carolina SMACNA and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 5 of the International Association of Sheet Metal, Air, Rail and Transportation, hereinafter referred to as the Union for the State of North Carolina.

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 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.

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 no one other than journeymen, apprentice, pre-apprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, 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.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between Six (6:00) a.m. and five-thirty (5:30) 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 (SEE THE ADDENDUM SECTION).

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time. For projects that require employees to be bussed from designated parking lot to jobsite, the employee's time should begin when the bus leaves the parking lot, and the employee should arrive back to the designated parking lot at the end of his/her shift. For projects that do not require dedicated location parking and job specific transportation, the employee's start time for pay purposes will begin at the time they check-in at the central entry point for the site. Time will end at the time work completes in the specified work area.

SECTION 2. New Year's Day, Martin Luther King Memorial Holiday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: Provided if the holiday falls on Saturday, it shall be observed on Friday, and if the holiday falls on Sunday, it shall be observed on Monday and shall be paid at the double time rate. Saturdays and Sundays are considered Holidays that are due Double time, only when they are the observed day for a stated Holiday.

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 (IF TIMELY).

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 workday 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, 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.

(a). Per Diem or Travel Pay will be provided to employees when a project is located outside 60 miles, one-way, from the Contractor's Local/Regional NC office OR outside 60 miles, one-way, from the SMART Local Union 5 NC Office/Hiring Hall if the Contractor does not have a permanent Local/Regional NC Office. If Contractor has maintained a consistent presence in that working location for the most recent 24 months, per diem/travel pay will be paid through the end of that current contract but is not required for any subsequent contracts/projects performed in that work location.

(b). If the project is located between 60-80 miles, one-way, from one of the locations established above, Travel Pay will be provided in the form of Mileage reimbursement per the current IRS allowable Mileage reimbursement rate as measured from the contractor's office or the Local 5 NC Hiring Hall to the site as defined above. If the project is outside 80 miles, one-way, Per Diem will be provided in the form of the Daily IRS/DOL Per Diem rate for Lodging and Subsistence(meals) specific to the location of the work.

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 Section 29), 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 journeymen, apprentices, pre-apprentices and/or classified 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 the International Association of Sheet Metal, Air, Rail and Transportation, 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 journeymen, pre-apprentices, and classified 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, 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. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of 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 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.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid by check in the shop or on the job at or before quitting time on Friday of each week, and no more than five (5) 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 via their normal means of pay during next regularly scheduled payroll week of termination/lay-off, or resignation not to exceed seven (7) days.

SECTION 10. Journeymen, apprentice, pre-apprentices, and classified 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. In the event there is a situation beyond the Employers control the Employer shall not be required to pay the two (2) hours show up time.

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

SECTION 12 (a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for 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 North Carolina SMACNA Industry Fund (NCSMACNA IF) the hourly contribution rate established by the NCSMACNA IF Trustees. The NCSMACNA IF trustees shall notify SMART Local Union No. 5 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 on or before the 20th day of the succeeding month and shall be remitted to North Carolina SMACNA Industry Fund c/o Southern Benefit Administrators Inc. P.O. Box 1449, Goodlettsville, TN. 37070.

(c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the local industry fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to 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 13(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(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractor, or the Contractors' Association and the Local Union that are parties to this Agreement.

SECTION 14. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the employer covered by this agreement. In the event 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 Worker's National Benefit Fund.

Effective as of the date of this Agreement the Employers 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 Worker's National Benefit Fund. Effective as of the date of this Agreement the Employers shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed for each hour worked by each employee of the employer covered by this agreement until the Institute Trustees determine that the Trust is financially 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 Worker's 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 electronic reporting and remittance system.

National Supplemental Savings Plan 401(k) (NSSP 401(k))

Effective May 1, 2022, the Employer shall pay to the National Supplemental Savings Plan 401(k) (NSSP) \$2.00 for each hour worked for each journeyman covered by this Agreement. Effective May 1, 2023, the NSSP contribution will increase \$0.50 for a total of \$2.50. Apprentice NSSP contributions shall be paid based on the graduated wage scale outlined in SECTION 6 of this agreement. Classified workers and pre-apprentice NSSP contributions shall be paid at the same percentage as their wage rate (i.e. Wage rate of pay 40% of Journeyman Rate = 40% of NSSP contribution). Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as for purposes of collection and transmittal electronically or through Sheet Metal Workers National Benefit Funds.

SASMI: It is agreed by all parties' signatory to this agreement, the Stabilization agreement of the Sheet Metal Industry better known as SASMI shall continue as outlined in the Standard Form of Participation Agreement Effective May 15, 2006 Employers will not be required to make contributions to SASMI on behalf of 1st. and 2nd. Year Apprentices.

ITI, NEMI, SMOHIT, NSSP, and SASMI contributions are payable to Sheet Metal Workers' National Benefits Fund for: (National Pension, SASMI, ITI, NEMI, and SMOHIT) and mail to P.O. Box 79321 Baltimore, Maryland 21279- 0321.

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 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 five (5) working 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, 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 grievances 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 three (3) consecutive months.

ARTICLE IX

SECTION 1. Journeymen, apprentice, pre-apprentice, and classified 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. Journeymen, apprentice, pre-apprentice, and classified 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 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; yet has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, shall 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.

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

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.

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 re-opener 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 National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

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

ARTICLE XI

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations 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 journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International

Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices, 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 an apprentice on layoff for lack of work.

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 journeymen.

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 - First Half (60%)	First Year - Second Half (60%)
Second Year - First Half (65%)	Second Year - Second Half (70%)
Third Year - First Half (75%)	Third Year - Second Half (80%)
Fourth year - First Half (85%)	Fourth Year - Second Half (90%)

Employers shall make contributions to the Sheet Metal Workers National Pension Plan A for Apprentices based on the percentage of Journeyman wage rate they are being paid.

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

SECTION 8. The parties 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 journeymen.

ARTICLE XII

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one pre-apprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen 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 three (3) business days, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices 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 forty percent (40%) of the wage rate for journeymen sheet metal workers (Refer to Wage based on Skill Level in Addendum). Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties. Pre-apprentices shall receive health & welfare contribution of two dollars and fifty cents (\$2.50) on all hours worked. Pre-apprentices shall receive pension contribution equal to the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cent (\$0.12) per hour, whichever is higher, for each hour worked. All pre-apprentices hired after May 1, 2019 shall receive health & welfare and pension contributions beginning the first payroll period after forty-five (45) days of employment.

The intent of the Agreement is that Benefit payment contributions for newly hired personnel, specifically but not limited to new Classified Workers and Pre-Apprentices, will be held by the contractors beginning with the first day of employment but will not be considered due for reporting and payment to the benefits funds until after completion of the 45th day of employment and at the time of the next normal reporting and payment of benefit contributions to the funds. The benefit eligibility will be defined by the individual trust documents of the benefits plans but the start of reporting will be dated to their first day of employment when reported in the next normal reporting cycle following completion of their 45th day.

The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII

SECTION 1. Classified workers may be employed in the following ratio as defined by Addendum Section #26:

- A. one (1) classified worker for any Employer who employs an apprentice,**
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices,**
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.**

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. (Refer to Wage based on Skill Level in Addendum-Classified workers shall receive health & welfare contribution of two dollars and fifty cents (\$2.50) on all hours worked. Classified workers shall receive pension contribution equal to the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cent (\$0.12) per hour, whichever is higher, for each hour worked. All Classified workers hired after May 1, 2019 shall receive health & welfare and pension contributions beginning the first payroll period after forty-five (45) days of employment.

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within three (3) business days, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XIV

SECTION 1. SMACNA and the SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, 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 (1) through twenty-nine (29) attached hereto shall become effective on the 1st day of May 2019 and remain in full force and effect until the 30th day of April 2022 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 to this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes North Carolina SMACNA to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless 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 _____
day of _____, _____.
(Month) (Year)

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.

(Name of Contractor)

**Sheet Metal Workers' Local Union # 5 of the
International Association of Sheet Metal, Air, Rail
and Transportation**

By: _____
(Signature of Officer or Representative)

(Signature of Officer or Representative)

Title: _____

THIS AGREEMENT AND THE FOLLOWING

ADDENDUMS #1 THROUGH # 29

BETWEEN NORTH CAROLINA SMACNA

AND

SHEET METAL WORKERS' LOCAL UNION # 5

OF THE

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION

SHALL BE EFFECTIVE MAY 1, 2022

ALL FIRMS WHO SIGN A LETTER OF ASSENT WITH

SHEET METAL WORKERS' LOCAL UNION #5

OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION

SHALL BE BOUND TO ALL ARTICLES AND ADDENDUMS INCLUDED.

ADDENDUMS TO STANDARD FORM OF UNION AGREEMENT SECTION 1. Discharge and discipline: No employee or member of Sheet Metal Worker's Local #5 shall be discharged or disciplined except for just cause. Notification shall be by phone, fax, and / or e-mail.

A. In case of discharge or discipline, the employer shall immediately notify the job steward, and the local union office in High Point, NC in writing of the action taken and the reason for the action.

SECTION 2. Shift premiums: A. Regular working hours shall be between 6:00 a.m. and 5:30 p.m. and shall be considered the first shift. The second shift shall start between the hours of 5:30 p.m. to 6:00 a.m. with a \$2.75 per hour premium pay. (Any shift change shall be a minimum of five consecutive workdays or 4 days if working 4-10's)

SECTION 3. Overtime rate: Overtime rate of pay for hours not provided in Article VI, Section 1 shall be as follows: Overtime will be paid after 8 hours worked per day, and after 40 hours worked per week. (See section 34 for excused absences) unless the employees are working 4 10-hour days, as described in Section 4 paragraph C. The first eight (8) hours shall be at the regular rate of pay Monday through Friday. The first twelve hours worked on Saturday shall be at the time and one-half the regular rate of pay. All hours worked in excess of twelve hours, Monday through Saturday or Sunday and Holidays as specified in Article VI, Section 2, shall be paid at the double time rate.

SECTION 4. The union and the company realize that in certain instances it is advantageous to work a four ten work week. In order for the company to work a four ten work week, both the union and the company must be in complete agreement. Any change to this schedule of work shall be subject to the limitation that the Union will be given at least seven (7) calendar days' written (Email or Letter to Business Agent) notice of such change. In the event both parties are in agreement, overtime shall apply as follows:

A. All hours worked in excess of twelve hours (Monday through Saturday) shall be at the double rate.

B. All work on Sundays, Holidays or days observed as such and all other time is double time.

C. In the event the contractor elects to work the four-ten shift, and the job does not run four-consecutive 10-hour days, then all hours beyond eight (8) hours per day shall apply as overtime at the appropriate premium rate for all days worked.

However, after the contractor completes at least one 4/10-40-hour shift, and if the job should complete prior to another 4/10-40-hour shift being completed, the employees shall be paid at the regular straight time rate for all hours worked during that shift. The 4/10-40-hour shift work week shall run from Monday through Thursday, except where it is mutually agreeable by both parties, then the 4/10-40-hour shift work week shall run from Tuesday through Friday. If the 4/10-40 work week runs Tuesday through Friday, Monday will be observed as the normal day off. If the 4/10-40 work week runs Monday through Thursday, Friday will be observed as the normal day off. The scheduled day off can only be worked as a makeup day due to inclement weather. Should the Contractor elect to work a make-up day the Company shall be required to schedule a full ten (10) hour shift.

SECTION 5. Foreman, General Foreman, sketchers, detailers on each parking, field job within the jurisdiction of Local #5- G there shall be a foreman, who shall be a member of Sheet Metal Workers Local #5. On each field job where three foremen are employed, there shall be a general foreman, who shall be a member of Local #5, when available and capable to perform the job. He shall receive the appropriate rate of pay listed in the foreman to journeyman schedule listed below. The ratio of foremen to journeymen, apprentices, pre-apprentices, and classified workers shall be one foreman to a maximum of nine (9) men. All foremen shall be working foremen. On all field-installation jobs within the jurisdiction of Local #5, the following schedule and pay rate shall apply:

1 to 5 = 1 lead man at \$1.75 above base rate.

6 to 10 = 1 foreman at \$3.00 above base rate.

30 men including foremen = 1 general foreman at \$5.00 above base rate.

Permanent shops: Within all permanent shops in Local #5 jurisdiction, there shall be one journeyman member of Local #5 selected as the shop foreman. The ratio and rate of pay shall apply to the shop foreman. The company may appoint lead mechanics as the situation may require the 1 to 4 foreman pay rate. **Detailers:** All field detailers and draftsmen employed in the jurisdiction of Local #5, shall be member of Local #5. Detailers shall receive the journeyman's base rate of pay, including all fringe benefits. The ratio of detailers to foremen shall be as listed in the journeyman to foreman schedule listed above.

SECTION 6. Premium or high pay: Premium or high pay shall be paid at the rate of \$1.00 per hour above the base rate for all work performed above 70 feet. It is understood that 70 feet refers to the working platform height.

SECTION 7. Regulations: There shall be one organized ten-minute break each morning and afternoon for coffee and refreshment. Employees required to work over 10 hours in a day shall receive an additional organized ten-minute break. It is the responsibility of the employer and the employees to see that these breaks are not abused.

A. On jobs lasting four (4) or more weeks there shall be a warm, dry place provided to eat lunch. If Contractor is unable to provide a warm dry place for breaks on the job site, employee will be given an extra ten (10) minutes per break to leave job site and take a break. On a project-by-project basis, Contractor Representative and Business Agent/Manager will discuss accommodations for break(s) and agree on whether the break area available is satisfactory or if the extra ten (10) minutes per break will be required.

B. The Sheet Metal or Roofing Contractor shall provide cold, clean, drinkable water for all employees on the job site.

C. There shall be a reasonable length of time for employees to gather personal and company tools and remain in the designated area until quitting time.

D. When an employee is laid off, he shall be given a half hour notice. When an employee quits a job, he shall give the employer a half hour notice.

E. It is agreed that the employer shall furnish all safety equipment, such as hard hats, welder's helmets, welder's gloves, sleeves, grinding shields, and inclement weather gear. If an employee is required to work in inclement weather, the union agrees that it will use its best effort to see that said equipment is not abused and is returned before any employee leaves the job. Adequate lighting and toilet facilities will be provided in permanent shops. Also, all areas where spraying (paint or adhesives) or welding is being performed will be provided with adequate ventilation.

F. No journeyman shall be required to furnish motor driven tools, hacksaw blades, drill bits, soldering irons, files, sockets, ratchets, salomonic, or any other out of the ordinary tool that is not normally used in the sheet metal trade, but shall furnish all regular hand tools.

G. The company agrees to replace employees' required hand tools stolen from a locked gang box or a locked shop within ten (10) working days from the day they are reported missing, up to a maximum of \$400.00. There must be evidence of a break-in before payment will be made. The company shall have the right to inspect each employee's hand tools for their records. The employer is responsible for replacing only those tools mutually agreed upon by both parties. (see attached tool list)

H. The company agrees to provide parking for their employees while employed on any project where no parking is available. The company may, in lieu of the above, pay each employee actual parking cost, up to a maximum of \$15.00 dollars per day for parking, provided a parking receipt is submitted, or may elect to provide transportation to and from the company's designated parking lot.

SECTION 8. Injured employees: Injured employees shall be properly attended to and are accompanied to their home or hospital as the case may require without any loss of time and the injury reported to the proper authorities. It is understood that his pay shall continue until he returns to work that day, or if he cannot return to work, he shall be paid for the entire day. If additional treatment is needed for the injury, he shall be paid for time lost, but not to exceed two (2) hours, provided the doctor has instructed him to be off. The company may require a doctor's slip to verify the employee was unable to return to work.

SECTION 9. Work stoppages: There shall be no illegal strikes, work stoppages or lockouts, slow-downs, standby crews and featherbedding practices will not be tolerated.

SECTION 10. Job Stewards: Stewards shall be appointed by the Business Manager/Representative; Stewards shall have no authority to decide any policy of this local union, and do not have the authority to decide to call a strike. The employer shall not discharge a steward without discussing the matter with the Business Manager / Representative. It is understood that the job steward shall work on all overtime, provided the steward is qualified to do the work available, except in cases where it becomes a hardship for the contractor because of timeliness. The steward shall be the last man to be laid off or transferred from the job, or shop, provided he can do the work available.

SECTION 11. NATIONAL PENSION AND COLA:

A. The employer further agrees to pay for each hour or part of an hour worked for which an employee receives the basic hourly wage rate or any applicable overtime wage rate.

B. **Stabilized pension plan:** The employers agrees in the event the cost of benefits provided by the Sheet Metal Workers' National Pension Fund shall be increased as a result of Federal or State Legislation mandating changes in funding and/or vesting requirements, it will increase its contributions in an amount sufficient, in the judgment of an actuary selected by the trustees of the pension fund to maintain at the current level and on a sound actuarial basis all benefits then being provided for present or prospective covered employees, said increase in contributions to commence on the first day of the month following the effective date of after said legislation. The above section shall apply only if such legislation is enacted. After the actuary has made the necessary adjustments as stated above, this contract shall be reopened by all signatory parties, or their successors to the agreement to negotiate the sufficient increase only.

C. Effective May 1, 2022, the Parties to this Agreement have adopted the "Default Option" under the Sheet Metal Workers' National Pension Fund's (NPF) Funding Improvement Plan (FIP) Schedule, as in effect when this Collective Bargaining Agreement is entered into and as that Option is amended from time to time. The Employer will contribute to the NPF at the hourly rates set forth in this Agreement, in accordance with the Default Option and the NPF's Plan and Trust Documents (copies of these documents (including the updated FIP and FIP Schedule) have been made available to the parties and are available at www.smwnpf.org). The NPF's FIP Schedule (which includes the Default Option) and Trust Document, as amended from time to time, are incorporated into this Agreement; the Employer hereby agrees to be bound as a party by all terms and provisions of the Trust Document, as amended. The Employer will pay its required monthly NPF contributions no later than the 20th day of the month, after the month in which

the Covered Employment was performed. Failure to pay on time and in full will constitute a delinquency and will subject the Employer to applicable interest, liquidated damages, fees and costs. The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at www.smwnbf.org (contact the IPS Support Team via email at ips@smwnbf.org or by calling 800-231-4622).

D. If this Agreement or the Local require the Employer to secure a Guaranty or Performance Bond, such bond will guarantee the payments required to be paid by the Employer pursuant to the terms of this Agreement to the following funds, Sheet Metal Workers' National Pension Fund, SASMI, NEMIC, SMOHIT, ITI, and the Sheet Metal Workers' National Supplemental Savings Plan. Employers shall furnish said bond to the Sheet Metal Workers' National Pension Fund within fifteen (15) days of the execution of this Agreement. The bond as required under the provisions of this Section shall remain in full force and effect until the termination of this Agreement and furnished, at least on an annual basis.

SECTION 12. Health & Welfare: Effective May 1, 2017 five dollars and twenty-five cents (\$5.25) per hour to Sheet Metal Workers National Health Fund.

SECTION 13. Apprenticeship fund: Effective May 1, 2012 twenty-five (\$0.25) cents per hour to Sheet Metal Workers' Union Training Fund of North Carolina.

SECTION 14. Fringe benefit payments: All fringe benefit payments under the terms and addendum of this agreement will be due twenty (20) days from the end of each month. The Local Union will be advised when payments are delinquent and at its option, and without further notice withhold services from said contractor. Failure on the part of the Local Union to exercise this option at any given time does not forfeit the Local Union's right to do so at a future date if circumstances so warrant.

SECTION 15. Bond: The employer will be required to furnish a bond in the amount of \$2,000.00 for up to five (5) sheet metal workers and \$5,000.00 for more than five (5) sheet metal workers employed on any one job. The trustees may waive the bond requirements. The trustees will require any contractor who becomes delinquent to furnish a bond.

SECTION 16. Pre-apprentices: No pre-apprentice shall operate any major equipment for welding process unless he is working directly with and assisting a journeyman sheet metal worker.

SECTION 17. The employer agrees to withhold from employees pay deduction for a market recovery fund.

SECTION 18. Pal check-off: The employer agrees to honor political contribution deduction authorization from employees, who are union members, pre-apprentices, and classified workers. Payable to SMWIA-PAL for: (PAL Members who voluntarily sign a SMWIA-PAL check-off). The \$0.05 cents per hour Check-off mailed to SMWIA Local 5-PAL, Post Office Box 18740, Knoxville, TN 37928

SECTION 19. Integrity Clause:

A. A "Bad-Faith Employer" for the purpose of this agreement is an employer that itself, or through a person or persons subject to an owner's control, has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly in a business entity that engages in work within the scope of SFUA Article 1 hereinafter 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 Sheet Metal Workers' International Association, AFL-CIO in that area.

B. 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-sub 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 1 hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this agreement; or is 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.

C. 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 becoming a "Bad-Faith Employer" shall be viewed as fraudulent conduct on the part of such employer.

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

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

SECTION 20. A classified worker shall be allowed to apply for journeyman status after he has been employed for a period of one year as a classified worker and has satisfied both the Union and the Contractor that his skill level has reached journeyman level by mutually agreed upon skills evaluation signed-off by his/her Foreman, Superintendent/company representative, and Local 5 Business Agent/representative. If, however, the classified worker fails to meet the requirements above, he shall not be allowed to re-apply for a period of six (6) months thereafter from the date of the rejection of his application and subsequent yearly thereafter, until he has met the requirement above (see attached requirements page 26).

Classified Workers—A path to become a Journeyman—A classified worker that would like to become a Journeyman, can after they reach 80% of the Journeyman rate.

Step # 1—apply to the Union and the Contractor, both must agree that the classified worker has the skill level to reach the Journeyman level.

Step # 2—the classified worker's wages will increase 5% every 6 months with a total 144 hours of training that will be given by the Union, until the worker reaches the Journeyman pay Rate. At that time, the classified worker will receive the Journeyman rate and benefits.

SECTION 21. The Contractor accepts and agrees to abide by the Local No. 5 Hiring Hall Procedure as adopted by the membership in 2021. (Copy Attached)

SECTION 22. The current wage and fringe schedule to remain in effect until April 30, 2022. The following is the wage Schedule Effective May 1, 2022 to April 30, 2024 :

EFFECTIVE DATE May 1, 2022

Commercial Wage Rate	\$ 27.60 \$ 29.60 November 1, 2022
NSSP	\$ 2.00
Pension	\$ 6.73
Health & Welfare	\$ 5.25
Apprenticeship Fund	\$ 0.25
3% SASMI	\$ 1.25 \$ 1.31 November 1, 2022
National Industry Funds (ITF) (ITI \$0.12, NEMI \$0.03, SMOHIT \$0.02)	\$ 0.17
Industry Fund	\$ 0.32
TOTAL PACKAGE	\$ 43.57 \$ 45.63 November 1, 2022

* NSSP contribution is percentage of Journeyman contribution based on classification (Apprentice, Classified Worker, Pre-apprentice). **Voluntary NSSP contributions are not included in SASMI calculation; only mandatory NSSP employer contributions.

May 1, 2023 – April 30, 2024 based on the *CLRC Report – CLRC Settlements Report – Total Package Increases for Union Craft Workers in Construction 2022 for Southeast sheet metal workers rate, with a minimum of \$1.50 increase to a maximum of 6%. The NSSP contribution will increase \$0.50 for a total of \$ 2.50.

May 1, 2024 – April 30, 2024 based on the *CLRC Report – CLRC Settlements Report – Total Package Increases for Union Craft Workers in Construction 2023 for Southeast sheet metal workers rate, with a minimum of \$1.50 increase to a maximum of 6%.

- **Contract Expiration date is April 30, 2025.**
- **CLRC – Construction Labor Research Council – clrc@clreconsulting.org**

COMMERCIAL WORK:

Office Buildings, hospitals, schools, stores, shopping centers, banks, churches, restaurants, pre-engineered buildings, service stations, storage facilities and similar non-industrial, non-residential, commercial, and light commercial single buildings (Human comfort HVAC).

INDUSTRIAL WORK:

Paper mills, steel mills, plant process ventilation, nuclear work, chemical plants, manufacturing facilities, foundries, architectural, lagging etc., including construction, renovation and/or temporary “shut-down” work.

Industrial Rate will be a wage increase of \$3.00 above the wage rates for each classification employed on the industrial project. Per Diem and Travel pay will be negotiated and agreed to at a local level for all Industrial Scale projects based on the local IRS Per Diem rates for the location of the project. (Refer to ARTICLE VII regarding Per Diem and Travel Pay).

Industrial projects requiring this increased wage rate, Per Diem, and Travel pay are defined as projects that meet one of the following conditions:

- (1) Meets the project/work type described above and is outside of 30 Miles from the MapQuest defined center point of one of the following NC cities: Raleigh, Greensboro, Charlotte.
- (2) Meets the project/work type described above regardless of location and includes total project wide sheet metal man-hours of 50,000 man-hours or more OR a single contractor sheet metal crew size including foremen equal to or exceeding 40 people.

SECTION 22. Hours of Trade related training each year for all Journeymen required effective May 1, 2017, Union will verify Journeyman training to contractors for Journeymen to receive scheduled wage increase that contract year. Trade related training will be defined as courses provided by SMART, Local 5 or training submitted by the contractors and approved by the JATC committee.

SECTION 23. The membership of Sheet Metal Workers' Local # 5 retains the right to allocate any portion of the negotiated wage increase into the fringe benefit package.

SECTION 24. Effective May 1, 2012: 1 to 2 ratios. The ratio to Journeyman shall be one (1) Journeyman to one (1) Apprentice and one (1) Classified Worker or one (1) Pre-apprentice. In the event registered apprentices are not available at time of Employer's request, Classified Workers and/or Pre-Apprentices may be substituted to fulfill apprentice ratios. When registered apprentices become available for work, no additional helpers will be hired until proper ratios are met. Ratio is based companywide not per project or job.

SECTION 25. Effective May 1, 2012 and thereafter, Employees will be eligible to take two (2) weeks unpaid vacation per year, with two (2) weeks-given notice.

SECTION 26. Effective May 1, 2016 if an employee misses work that is not excused or available, Monday through Friday (excluding Holidays), work performed on Saturday will be at the straight time rate for hours missed Monday through Friday, (Saturday make up is Voluntary) however not to exceed eight (8) hours. Excused Absences; Death in Family, Doctor's written excuse, Jury Duty, Military, Veteran's Day, Schedule Vacation, Holidays and Prior written approval from Supervision and Local Union.

SECTION 27. Employees required to Drug Test shall receive (2) two hours pay for testing if he/she passes the testing requirements.

SECTION 28. Local 5 and Employer's signatory to this agreement accepts and agrees to the Wage Based on Skill Level for Classified Workers and Pre-Apprentices adopted May 1, 2019. (Copy Attached)

SECTION 29. Contractual Benefit Funds Remittance

When you have completed the remittance report, you need to submit checks, along with a copy of the report as follows:

Check is payable to: Sheet Metal Workers' Union Health Fund (Health & Welfare benefits for Journeyman, Apprentices, Classified Workers and Pre-apprentices) and mail to: Southern Benefit Services; Post Office Box 1449; Goodlettsville, TN 37070.

Check is payable to the S.M.W. Union Training Fund of N.C. for: (Local apprenticeship training), and mail to SMW Local #5, Post Office Box 18740, Knoxville, TN 37928.

SIGNED THIS _____ DAY OF _____ 2022.

CONTRACTOR'S NAME

**SHEET METAL WORKER'S
LOCAL UNION #5**

SIGNATURE

SIGNATURE

TITLE

TITLE

Wage Based on Skill Level

Recruiting skilled workers - **Classified Workers and Pre-Apprentice**

1. Wage rate of pay **40% to 50%** of Journeyman Rate. 0-6-month experience. He should be able to unload trucks, sweep floors, pick up trash. Be able to lift 50lbs. Learn how to duct seal put gasket on duct. Have (4) ITEMS tools from Apprentice tool list after 4 weeks of employment. Know how to read and add and subtract numbers. Read a tape measure.
2. Wage rate of pay **55% to 70%** of the Journeyman rate. Should have 1 year experience in sheet metal. Should have worked on a construction site before. Be able to learn to assemble duct, read Shop drawings, take direction, install Hangers. Learn to use power tools in the sheet metal industry. Should have the 1st year apprentice tools.
3. Wage rate of pay **75% to 80%** of Journeyman rate. Have 2-years of experience in sheet metal trade doing commercial work. Be able understand shop drawings and install & Layout Duct & Hangers, provide accurate measurements, learn how to Miter Duct, identify items on Drawings, can cut and install duct mate frames. Know how to use power tools that are used in the Sheet Metal Trade. Have all tools of a 2nd year apprentice.
4. Wage rate of pay **85% to 90%** of Journeymen rate. Have 3-4 years of experience in commercial Sheet Metal trade. Have the basic knowledge of a sheet metal mechanic. Have 90% of the tools from the Journeymen tool list. Read Mechanical drawings and install duct-round and rectangular- with TDC or S&D/Fire-smoke dampers, install hangers, help in setting units, and manage sheet metal materials, able to certify for a lift.
5. Wage rate of pay **95%** of journeyman rate – 5+ years' experience, have all tools on Journeymen list of tools and able to perform as a journeyman on commercial Sheet Metal Projects. After a maximum of 140 hours worked, the classified worker's skill level will be evaluated by Labor/Management mutually agreed upon skills evaluation. Classified worker is eligible to be promoted to Journeyman level if he/she passes the skills evaluation with a 70% or higher signed-off by at least two (2) of the following: his/her Foreman, Superintendent/company representative, and Local 5 Business Agent/representative.

APPRENTICE TOOL LIST

MUST HAVE BY THE END OF THE FIRST YEAR

1. 25' TAPE MEASURE
2. SCREWDRIVERS 1- STANDARD 1- #2 PHILLIPS
3. HAND SNIPS 1-LEFT HAND (RED) 1- RIGHT HAND (GREEN)
4. TORPEDO LEVEL
5. VISE GRIP 10"
6. SHEET METAL HAMMER
7. PEN OR PENCIL
8. TOOLBOX WITH LOCK
9. SQUARE

MUST HAVE BY THE END OF THE SECOND YEAR

10. ADJUSTABLE WRENCHES 1- 6" 1- 12"
11. WIRE CUTTING PLIERS
12. PLUMB BOB
13. CHALK BOX
14. HACK SAW
15. SCRIBE
16. CENTER PUNCH
17. ALLEN WRENCH SET
18. REACH OVER VISE GRIPS (C GRIPS) 11R
19. FLAT CHISEL
20. DOLLY BAR
21. LINE UP PINS (DRIFT PINS)
22. SCALE SCRIBE
23. BOX END WRENCHES 1 EACH 3/8, 7/16, 1/2, 9/16
24. CALCULATOR

LOCAL 5 N.C. JOURNEYMAN TOOL LIST

1. 25' tape measure
2. Adjustable wrenches (1)- 10"
3. Wire cutting pliers
4. Screwdriver 1- standard 1-Phillips
5. Hand snips (1)- left hand (Reds) (1)- right hand (greens)
6. Chalk Box
7. Center punch
8. Allen wrench set
9. Tri-square - 6"
10. Torpedo Level
11. Vise Grip 10" min of (2)
12. Reach over Vise Grips (C Grips) 11R min. of (2)
13. Sheet Metal Hammer and claw hammer (or) (and 2lb hammer)
14. Line up pins (Drift Pin)
15. Box end Wrenches (1) each 3/8- 7/16- 1 / 2 - 9/16
16. Pen or pencil
17. Tool bag or bucket
18. Calculator
19. Scale Scribe
20. Tool belt/ apron
21. Utility Knife
22. Hand Tong
23. Hand Crimps
24. 12" Utility pry bar

Requirements of a Commercial HVAC Journeyman Sheet Metal Worker:

- 1) 5-6 years of Proven Commercial sheet metal experience in the assembly, installation and maintenance of sheet metal, and related products. (or)

YES _____ NO _____ if no, please explain _____

- 2) Journeyman certification or equivalent experience to provide the skills necessary to perform the work of a Journeyman Sheet Metal Worker

YES _____ NO _____ if no, please explain _____

- 3) Can-- Ensure safety is a priority on the job during all activities, including using tools and installing and fabricating metal

YES _____ NO _____ if no, please explain _____

- 4) Has a current OSHA 10 certification?

YES _____ NO _____ if no, please explain _____

- 5) Has Knowledge of the North Carolina Commercial Mechanical building codes.

YES _____ NO _____ if no, please explain _____

- 6) Can-- Utilize and interpret blueprints to determine how and where to fabricate, assemble and install sheet metal products, duct assemblies with the required methods or materials.

YES _____ NO _____ if no, please explain _____

- 7) Can-- Measure, mark dimensions, and lay out material to be installed using Power and hand tools.

YES _____ NO _____ if no, please explain _____

- 8) Can-- Install assemblies, including pipes, Commercial HVAC Rectangular ducts, Spiral duct, flashings, and supportive frameworks for HVAC equipment.

YES _____ NO _____ if no, please explain _____

- 9) Can -- Select the appropriate type and gauge of sheet metal to be used in projects according to specifications on Job Print.

YES _____ NO _____ if no, please explain _____

- 10) Can-- Weld sheet metal duct systems, grease duct, Black Iron, Stainless steel, using - GMAW, GTAW or SMAW process.

YES _____ NO _____ if no, please explain _____

11) Can-- Read and analyze equipment Submittals and blueprints for Commercial HVAC Systems.

YES_____ NO_____if no, please explain_____

12) Has a Strong attention to detail with skills in customer service and communication with other employees and can Coordinate with other trades on the Job site.

YES_____ NO_____if no, please explain_____

13) Can-- layout, Drill, anchor and install sheet metal hangers according to product specifications and Job Prints.

YES_____ NO_____if no, please explain_____

14) Has all tools on Journeyman tool list?

YES_____ NO_____if no, please explain_____

15) Can-- layout and install flex and diffusers per Job prints.

YES_____ NO_____if no, please explain_____

16) Can-- identify type of damper and lay- out and install - Fire Dampers - per code.

YES_____ NO_____if no, please explain_____

17) Can-- identify type of damper and lay- out and install - Combination Fire/Smoke Dampers - per code.

YES_____ NO_____if no, please explain_____

18) Can-- Layout and install Commercial HVAC equipment, Roof curb and AHU, HVAC split system, Exhaust Hood, and related equipment.

YES_____ NO_____if no, please explain_____

Members Name_____

Start Date_____

Contractor _____

Reviewing Supervisor _____

Date of Review _____



SHEET METAL LOCAL #5

CHATTANOOGA OFFICE

(423) 629-9661 Phone
(423) 629-7677 Fax

KNOXVILLE

Chris Griffey
Business Manager
Financial Secretary-Treasurer
(865) 689-2928 Phone
(865) 689-9959 Fax

NORTH CAROLINA OFFICE

(336) 882-3167 Phone
(336) 882-3168 Fax

WAGE RATE AND FRINGES FOR SHEET METAL WORKERS NC EFFECTIVE MAY 1, 2022
COMMERCIAL WORK RATE

JOURNEYMAN RATE	\$27.60 PER HOUR
LEAD MAN RATE (5 MEN OR LESS)	\$29.35 PER HOUR
FOREMAN RATE (6 TO 10 MEN)	\$30.60 PER HOUR
GENERAL FOREMAN RATE	\$32.60 PER HOUR
PENSION	\$ 6.73 PER HOUR
HEALTH & WELFARE	\$ 5.25 PER HOUR
SASMI FUND (3% of Wage, Health/Welfare & Pension&NSSP)	\$ 1.25 PER HOUR
APPRENTICE TRAINING	\$.25 PER HOUR
NATIONAL TRAINING FUND (ITI)	\$.17 PER HOUR
NSSP	\$ 2.00 PER HOUR
SMACNA	\$.32 PER HOUR
TOTAL PACKAGE:	\$43.57 PER HOUR
DUES CHECKOFF:	4 % OF GROSS WAGES PER MONTH

=====

EMPLOYER AGREES TO DEDUCT \$.05 PER HOUR FROM WAGE RATE FOR POLITICAL ACTION LEAGUE (PAL) UPON WRITTEN AUTHORIZATION FROM EMPLOYEE.
EMPLOYER AGREES TO DEDUCT AN HOURLY AMOUNT, SPECIFIED BY THE EMPLOYEE AND UPON WRITTEN AUTHORIZATION, FROM WAGE RATE FOR A 401k.

=====

Apprentice Wage Rates:

First Year Apprentice (60%)	\$ 16.56	Third Yr, First Half (75%)	\$20.70
		Third Yr, Second Half (80%)	\$22.08
Second Yr, First Half (65%)	\$ 17.94	Fourth Yr, First Half (85%)	\$23.46
Second Yr, Second Half (70%)	\$ 19.32	Fourth Yr, Second Half (90%)	\$24.84

MAIN OFFICE: 112 Hillcrest Drive - P.O. Box 18740 - Knoxville, TN 37928-2740

"Craftsmanship is Quality"



SHEET METAL LOCAL #5

CHATTANOOGA OFFICE

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KNOXVILLE

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(865) 689-9959 Fax

NORTH CAROLINA OFFICE

(336) 882-3167 Phone
(336) 882-3168 Fax

WAGE RATE AND FRINGES FOR SHEET METAL WORKERS NC EFFECTIVE MAY 1, 2022
INDUSTRIAL WORK RATE

JOURNEYMAN RATE	\$30.60 PER HOUR
LEAD MAN RATE (5 MEN OR LESS)	\$32.35 PER HOUR
FOREMAN RATE (6 TO 10 MEN)	\$33.60 PER HOUR
GENERAL FOREMAN RATE	\$35.60 PER HOUR
PENSION	\$ 6.73 PER HOUR
HEALTH & WELFARE	\$ 5.25 PER HOUR
SASMI FUND (3% of Wage, Health/Welfare & Pension& NSSP)	\$ 1.34 PER HOUR
APPRENTICE TRAINING	\$.25 PER HOUR
NATIONAL TRAINING FUND (ITI)	\$.17 PER HOUR
NSSP	\$ 2.00 PER HOUR
SMACNA	\$.32 PER HOUR
TOTAL PACKAGE:	\$46.66 PER HOUR

DUES CHECKOFF: 4 % OF GROSS WAGES PER MONTH

=====

EMPLOYER AGREES TO DEDUCT \$.05 PER HOUR FROM WAGE RATE FOR POLITICAL ACTION LEAGUE (PAL) UPON WRITTEN AUTHORIZATION FROM EMPLOYEE.
EMPLOYER AGREES TO DEDUCT AN HOURLY AMOUNT, SPECIFIED BY THE EMPLOYEE AND UPON WRITTEN AUTHORIZATION, FROM WAGE RATE FOR A 401k.

=====

Apprentice Wage Rates:

First Year Apprentice (60%)	\$ 19.56	Third Yr, First Half (75%)	\$23.70
		Third Yr, Second Half (80%)	\$25.08
Second Yr, First Half (65%)	\$ 20.94	Fourth Yr, First Half (85%)	\$26.46
Second Yr, Second Half (70%)	\$ 22.32	Fourth Yr, Second Half (90%)	\$27.84

MAIN OFFICE: 112 Hillcrest Drive - P.O. Box 18740 - Knoxville, TN 37928-2740

"Craftsmanship is Quality"

APPRENTICE RATES FOR NORTH CAROLINA AREA									
COMMERCIAL RATE									
EFFECTIVE	5/1/2022								
JOURNEYMAN RATE \$27.60									
FIRST YEAR APPRENTICE									
WAGE RATE: 60% OF JOURNEYMAN RATE =				\$16.56					
PENSION: 60% OF \$6.73 PENSION RATE =				\$4.04					
HEALTH & WELFARE=				\$5.25					
SASMI=				\$0.00					
LOCAL TRAINING=				\$0.25					
ITI=				\$0.17					
SMACNA=				\$0.32					
NSSP =				\$1.20					
TOTAL PACKAGE:				\$27.79					
SECOND YEAR/FIRST HALF APPRENTICE					SECOND YEAR/SECOND HALF APPRENTICE				
WAGE RATE: 65% OF JOURNEYMAN RATE				\$17.94	WAGE RATE: 70% OF JOURNEYMAN RATE				\$19.32
PENSION: 65% OF \$6.73 PENSION RATE =				\$4.38	PENSION: 70% OF \$6.73 PENSION RATE =				\$4.71
HEALTH & WELFARE=				\$5.25	HEALTH & WELFARE=				\$5.25
SASMI=				\$0.00	SASMI=				\$0.00
LOCAL TRAINING=				\$0.25	LOCAL TRAINING=				\$0.25
ITI=				\$0.17	ITI=				\$0.17
SMACNA =				\$0.32	SMACNA =				\$0.32
NSSP =				\$1.30	NSSP =				\$1.40
TOTAL PACKAGE:				\$29.61	TOTAL PACKAGE:				\$31.42

APPRENTICE RATES FOR NORTH CAROLINA AREA										
COMMERCIAL RATE										
EFFECTIVE	5/1/2022									
Page 2										
JOURNEYMAN RATE \$27.60										
THIRD YEAR/FIRST HALF APPRENTICE						THIRD YEAR/SECOND HALF APPRENTICE				
WAGE RATE: 75% OF JOURNEYMAN RATE =				\$20.70		WAGE RATE: 80% OF JOURNEYMAN RATE =				\$22.08
PENSION: 75% OF \$6.73 PENSION RATE =				\$5.05		PENSION: 80% OF \$6.73 PENSION RATE =				\$5.38
HEALTH & WELFARE=				\$5.25		HEALTH & WELFARE=				\$5.25
SASMI=				\$0.98		SASMI=				\$1.03
LOCAL TRAINING=				\$0.25		LOCAL TRAINING=				\$0.25
ITI=				\$0.17		ITI=				\$0.17
SMACNA =				\$0.32		SMACNA =				\$0.32
NSSP =				\$1.50		NSSP =				\$1.60
TOTAL PACKAGE:				\$34.22		TOTAL PACKAGE:				\$36.08
FOURTH YEAR/FIRST HALF APPRENTICE						FOURTH YEAR/SECOND HALF APPRENTICE				
WAGE RATE: 85% OF JOURNEYMAN RATE =				\$23.46		WAGE RATE: 90% OF JOURNEYMAN RATE =				\$24.84
PENSION: 85% OF \$6.73 PENSION RATE =				\$5.72		PENSION: 90% OF \$6.73 PENSION RATE =				\$6.06
HEALTH & WELFARE=				\$5.25		HEALTH & WELFARE=				\$5.25
SASMI=				\$1.08		SASMI=				\$1.14
LOCAL TRAINING=				\$0.25		LOCAL TRAINING=				\$0.25
ITI=				\$0.17		ITI=				\$0.17
SMACNA =				\$0.32		SMACNA =				\$0.32
NSSP =				\$1.70		NSSP =				\$1.80
TOTAL PACKAGE:				\$37.95		TOTAL PACKAGE:				\$39.83

APPRENTICE RATES FOR NORTH CAROLINA AREA									
COMMERCIAL RATE									
EFFECTIVE	5/1/2022								
Page 3									
FRINGES ON CLASSIFIED WORKERS AND PREAPPRENTICES ARE AS FOLLOWS:									
HEALTH & WELFARE	\$2.50 PER HOUR								
Make payable to SMW Health & Welfare of NC and mail to P.O. Box 1449 Goodlettsville, TN 37070-1449									
SMACNA	\$0.32 PER HOUR								
Make payable to SMW of NC Escrow Account and mail to P.O. Box 1449 Goodlettsville, TN 37070-1449									
NSSP -	BASED ON PERCENTAGE OF JOURNEYMAN CONTRIBUTION								
PENSION	\$.34 PER HOUR								
ITI	\$.17 PER HOUR								
TRAINING FUND	\$.25 PER HOUR								
Make payable to SMW Local #5 JATC and mail to P.O. Box 18740, Knoxville, TN 37928									
DUES DEDUCTIONS ON APPRENTICES, CLASSIFIED WORKERS AND PREAPPRENTICES ARE									
\$20.00 PER MONTH IN ADDITION TO 4% OF GROSS WAGES									

APPRENTICE RATES FOR NORTH CAROLINA AREA														
INDUSTRIAL RATE														
EFFECTIVE	5/1/2022													
JOURNEYMAN RATE \$30.60														
FIRST YEAR APPRENTICE														
WAGE RATE: 60% OF JOURNEYMAN RATE =				\$19.56										
PENSION: 60% OF \$6.73 PENSION RATE =				\$4.04										
HEALTH & WELFARE=				\$5.25										
SASMI=				\$0.00										
LOCAL TRAINING=				\$0.25										
ITI=				\$0.17										
SMACNA=				\$0.32										
NSSP =				\$1.20										
TOTAL PACKAGE:				\$30.79										
SECOND YEAR/FIRST HALF APPRENTICE							SECOND YEAR/SECOND HALF APPRENTICE							
WAGE RATE: 65% OF JOURNEYMAN RATE				\$20.94	WAGE RATE: 70% OF JOURNEYMAN RATE				\$22.32					
PENSION: 65% OF \$6.73 PENSION RATE =				\$4.38	PENSION: 70% OF \$6.73 PENSION RATE =				\$4.71					
HEALTH & WELFARE=				\$5.25	HEALTH & WELFARE=				\$5.25					
SASMI=				\$0.00	SASMI=				\$0.00					
LOCAL TRAINING=				\$0.25	LOCAL TRAINING=				\$0.25					
ITI=				\$0.17	ITI=				\$0.17					
SMACNA =				\$0.32	SMACNA =				\$0.32					
NSSP =				\$1.30	NSSP =				\$1.40					
TOTAL PACKAGE:				\$32.61	TOTAL PACKAGE:				\$34.42					

APPRENTICE RATES FOR NORTH CAROLINA AREA											
INDUSTRIAL RATE											
EFFECTIVE	5/1/2022										
Page 2											
JOURNEYMAN RATE \$30.60											
THIRD YEAR/FIRST HALF APPRENTICE						THIRD YEAR/SECOND HALF APPRENTICE					
WAGE RATE: 75% OF JOURNEYMAN RATE =			\$23.70	WAGE RATE: 80% OF JOURNEYMAN RATE =			\$25.08				
PENSION: 75% OF \$6.73 PENSION RATE =			\$5.05	PENSION: 80% OF \$6.73 PENSION RATE =			\$5.38				
HEALTH & WELFARE=			\$5.25	HEALTH & WELFARE=			\$5.25				
SASMI=			\$1.07	SASMI=			\$1.12				
LOCAL TRAINING=			\$0.25	LOCAL TRAINING=			\$0.25				
ITI=			\$0.17	ITI=			\$0.17				
SMACNA =			\$0.32	SMACNA =			\$0.32				
NSSP =			\$1.50	NSSP =			\$1.60				
TOTAL PACKAGE:			\$37.31	TOTAL PACKAGE:			\$39.17				
FOURTH YEAR/FIRST HALF APPRENTICE						FOURTH YEAR/SECOND HALF APPRENTICE					
WAGE RATE: 85% OF JOURNEYMAN RATE =			\$26.46	WAGE RATE: 90% OF JOURNEYMAN RATE =			\$27.84				
PENSION: 85% OF \$6.73 PENSION RATE =			\$5.72	PENSION: 90% OF \$6.73 PENSION RATE =			\$6.06				
HEALTH & WELFARE=			\$5.25	HEALTH & WELFARE=			\$5.25				
SASMI=			\$1.17	SASMI=			\$1.23				
LOCAL TRAINING=			\$0.25	LOCAL TRAINING=			\$0.25				
ITI=			\$0.17	ITI=			\$0.17				
SMACNA =			\$0.32	SMACNA =			\$0.32				
NSSP =			\$1.70	NSSP =			\$1.80				
TOTAL PACKAGE:			\$41.04	TOTAL PACKAGE:			\$42.92				

APPRENTICE RATES FOR NORTH CAROLINA AREA													
INDUSTRIAL RATE													
EFFECTIVE	5/1/2022												
Page 3													
FRINGES ON CLASSIFIED WORKERS AND PREAPPRENTICES ARE AS FOLLOWS:													
INDUSTRIAL RATE ADD \$ 3.00 PER HOUR													
HEALTH & WELFARE	\$2.50 PER HOUR												
Make payable to SMW Health & Welfare of NC and mail to P.O. Box 1449 Goodlettsville, TN 37070-1449													
SMACNA	\$0.32 PER HOUR												
Make payable to SMW of NC Escrow Account and mail to P.O. Box 1449 Goodlettsville, TN 37070-1449													
NSSP -	BASED ON PERCENTAGE OF JOURNEYMAN CONTRIBUTION												
PENSION	\$.34 PER HOUR												
ITI	\$.17 PER HOUR												
TRAINING FUND	\$.25 PER HOUR												
Make payable to SMW Local #5 JATC and mail to P.O. Box 18740, Knoxville, TN 37928													
DUES DEDUCTIONS ON APPRENTICES, CLASSIFIED WORKERS AND PREAPPRENTICES ARE													
\$20.00 PER MONTH IN ADDITION TO 4% OF GROSS WAGES													