

RESIDENTIAL AGREEMENT

between

INTERNATIONAL ASSOCIATION OF THE SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS (SMART) LOCAL 263

and

SHEET METAL CONTRACTORS LABOR RELATIONS COUNCIL OF IOWA, INC.,  
CEDAR RAPIDS CHAPTER

Effective August 1, 2020  
Expires July 31, 2025

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## A G R E E M E N T

Agreement entered into this first day of August 2020 by and between Sheet Metal Contractors Labor Relations Council of Iowa, Inc., Cedar Rapids Chapter hereinafter referred to as the Employer, and Local Union No. 263 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union or SMART for Benton, Delaware, Iowa, Johnson, Jones and Linn Counties.

### ARTICLE 1

#### SCOPE OF WORK

Section 1. This Agreement covers the rates of pay rules, and working conditions of all employees of the Employer engaged in the erection, installation, and replacing of all residential heating and air conditioning systems and the architectural and outside sheet metal work on such residences or buildings.

Section 2. Residential technicians are allowed to perform shop fabrication for residential work. Residential technicians are also allowed to perform residential service work.

Section 3. Definition: Residential work shall be defined as applying to work on any single family dwelling or multiple family housing unit, where each family apartment is individually conditioned by a separate and independent unit or system. Residential units shall include single dwelling, duplexes, rowhouses, townhouses and all wood frame apartment houses.

Section 4. Light Commercial type construction is herein defined as all work in connection with the fabrication, erection and installation of all heating, ventilating and air conditioning systems for light commercial work for example: nursing homes, convalescent homes where individual sleeping quarters are individually heated and/or cooled independently of one another, gasoline stations, convenience stores, strip-line shopping centers and small office space with tenant finished space not to exceed 2800 sq. feet on single level building only. This shall only be used on HVAC projects. Service work will be exempt from the light commercial described above. Limited to units 5 tons or under.

### ARTICLE 2

#### SUBCONTRACTING

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

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

### ARTICLE 3

#### SPECIFIED ITEMS

Section 1. The Employer agrees that none but residential technicians and residential technician apprentices shall be employed on any work described in Article 1. 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 job site 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 4

#### FURNISHING SHEET METAL WORKERS

Section 1. The Union agrees to furnish upon request by the Employer, duly qualified residential technicians and residential technician apprentices in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. (see Article 26, Sections 1-6)

Section 2. Residential technicians will be allowed to work on a 30-day trial basis. The Union will be notified immediately of the intent to hire. At the end of the 30-day trial period, the applicant will be referred to the Union to apply for membership.

Section 3. During trial period, the Employer will report and remit all benefits from first day hired.

### ARTICLE 5

#### UNION MEMBERSHIP/RECOGNITION CLAUSE

Section 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the 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 the Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

Section 5. The Employer party hereto, after reviewing evidence provided by the Union that a majority of the Employer's employees desire to be represented by the Union, hereby grants voluntary recognition to the Union.

## ARTICLE 6

### WORK DAY

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 nine (9:00) p.m., and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week.

The Employer shall have the option to schedule a four (4) ten (10) hour day work week, provided he notifies the business manager one (1) day in advance, and the four (4) ten (10) hour days are scheduled for a minimum of four (4) days. This four (4) ten (10) hour day clause by mutual consent may be reviewed at any time toward making it more flexible for the Employer. 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 paid at one and one-half (1 ½) times the regular rate. (see Article 20, Sections 1-2)

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

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day or days locally observed as such, and Sunday shall be recognized as holidays. In addition, an Employee may elect to take their birthday off or the November 11 (Veteran's Day) off as a holiday but not both. All work performed on holidays shall be paid at double time. If holidays fall on Saturday, the Friday before shall be considered as the holiday. If any of the holidays fall on a Sunday, then the following Monday shall be considered as the holiday.

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

Section 4. Shift work and the pay and conditions therefore shall be only as provided in written addendum attached to this agreement. Energy conservation – retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

## ARTICLE 7

### TRANSPORTATION

Section 1. When employed in a shop or on a job within the limits of, 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.

## ARTICLE 8

### WAGES

Section 1. Wages at the established rates specified herein shall be paid weekly 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. However, employees when discharged, shall be paid in full. Employee pay checks shall clearly indicate the number of hours worked by the employee, the employee's rate(s) of pay and any deductions therefrom as well as any fringe benefit contributions made on behalf of the employee.

Section 2. Residential technicians who report for work by direction of the Employer and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Section 3. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement.

Section 4(a). Contributions provided for in Section 4(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve

Employer-Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify SMART of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15<sup>th</sup> day of the succeeding month and shall be remitted for the purpose of transmittal through Sheet Metal Contractors of Iowa Industry Fund, Inc., 1454 30<sup>th</sup> Street, Suite 201, West Des Moines, Iowa 50266, phone 515/223-6568. (see Article 17, Sections 1-3)

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

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 4(a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Article 8, Section 4) and no other.

Section 5(a). Contributions provided for in Section 5(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 Sheet Metal Contractors of Iowa Industry Fund, Inc., 1454 30<sup>th</sup> Street, Suite 201, West Des Moines, Iowa 50266, phone 515/223-6568 (hereinafter referred to as the Local Industry Fund), thirty-eight cents (\$.38) per hour (see Article 8, Section 4[b]) for each hour worked by all employees (the rate is thirty-seven cents [\$.37] for preapprentices – see breakdown below) on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 15<sup>th</sup> day of the succeeding month.

The breakdown of this contribution is as follows:

Local Ind. Fund (see Art. 17, Sec. 1)	\$ .24
IFUS (see Art. 8, Sec. 4(b))	.13**
Local Scholarship Committee	<u>.01*</u>
	\$ .38

\*excluding preapprentices (see Article 40)

\*\*see Article 8, Section 4(b)

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

(d). Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 5(a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The arbitrator 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 6(a). The Employers shall contribute to the International Training Institute (iTi) for the Sheet Metal and Air Conditioning Industry the hourly contribution rate established by the ITI trustees. Such amount shall be contributed for each hour worked by each employee of the Employer as locally modified regarding "hours worked." 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 15<sup>th</sup> day of the succeeding month and shall be remitted to the office of the National Training Fund as designated by the Trustees of the Fund or for purposes of collection and transmittal through Local 263, SMART, 1211 Wiley Blvd. SW, Cedar Rapids, Iowa 52404, phone 319/396-8045.

(b). 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 as locally modified regarding "hours worked." 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 15<sup>th</sup> day of the succeeding month and shall be remitted to the office of the National Energy Management Institute Committee as designated by the Trustees of the Fund or for purposes of collection and transmittal through Local 263, SMART, 1211 Wiley Blvd. SW, Cedar Rapids, Iowa 52404, phone 319/396-8045.

If during the term of this agreement and prior to expiration the SMART decides that NEMI is no longer a required contribution and SMART does not allocate these funds to another national trust fund, this exact amount shall be added to the taxable wage of each journeyman; then the apprentice's taxable wage will be re-calculated based on the journeyman's taxable wage. This shall become effective immediately upon notification to the Employer.

(c). 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 as locally modified regarding "hours worked" 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 15<sup>th</sup> day of the succeeding month and shall be remitted to the Sheet Metal Occupational Health Institute Trust as designated by the Trustees of the Fund or for purposes of collection and transmittal through Local 263, SMART, 1211 Wiley Blvd. SW, Cedar Rapids, Iowa 52404, phone 319/396-8045.



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

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute (iTi) 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 7 The Employer and the Union understand that, the Sheet Metal Workers' National Pension Fund (NPF) has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new and existing parties to this Agreement.

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

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnish the Employer and the Union with schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

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

(b). Effective June 1, 2008 the Union adopts the 2008 Alternate Funding schedule and any future alternative schedule issued by the National Pension Plan.

## ARTICLE 9

### HAND TOOLS

Section 1. Residential technicians and residential technician apprentices covered by this Agreement shall provide for themselves all necessary hand tools.

Section 2. Residential technicians and residential technician apprentices 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 10

### GRIEVANCES

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 the 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.

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. The local Employers' association, on its own initiative, may submit grievances for determination by the Board as provided in the Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to 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.

Notwithstanding the provisions of paragraph 1 of this Section, an Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

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

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

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

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

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

(a). Should the negotiations for a renewal of this agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer(s) representative, 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 to 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 Board may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such committees 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, telegram 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.

- *\*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 22022-0956*

ARTICLE 11

JATC, RESIDENTIAL TECHNICIAN APPRENTICES, WAGE SCALE  
FUNDING & PREAPPRENTICES

Section 1. All duly qualified residential technician apprentices shall be under the supervision and control of the commercial Joint Apprenticeship and Training Committee (JATC). Said JATC shall formulate and make operative under a three-year training program 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 residential technician apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated by the commercial JATC and adopted by the parties hereto shall be recognized as part of this Agreement.

Section 2. It is hereby agreed that the Employer shall apply to the commercial JATC, and the commercial JATC shall grant residential technician apprentices, from a separate residential technician apprentice listing, as soon as possible, on the basis of the table below. Provided however, an Employer will not be entitled to a new residential technician apprentice if the Employer has any apprentice on layoff for lack of work. See table below for ratio of residential technicians to residential technician apprentices that must be maintained at all times.

<u>Residential Technicians</u>	<u>Residential Technician Apprentices</u>
1-2	1
3-4	2
5-7	3
8-10	4
11-13	5
14-16	6
17-19	7
20-22*	8

\*Thereafter, the ratio is one (1) residential technician apprentice for each three (3) residential technicians.

Section 3. In the event the Employer is entitled to employ a residential technician apprentice and the Union fails to comply with the Employer's written request to furnish a residential technician apprentice within eight (8) days, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Section 4. A three-year wage scale for residential technician apprentices shall be established and maintained as follows:

First Year -----	50%
Second Year -----	60%
Third Year -----	90%

## RESIDENTIAL TECHNICIAN APPRENTICES' WAGE RATES

Effective August 1, 2020

	<u>50%</u>	<u>60%</u>	<u>90%</u>
Base Wage	\$13.58	\$16.33	\$24.59
Dues Assessment	<u>.18</u>	<u>.18</u>	<u>.18</u>
Taxable	\$13.76	\$16.51	\$24.77
Nat'l Pension	2.97	2.97	2.97
Local Pension	.42	.42	.42
H & W	7.80	7.80	7.80
SMOHIT	.02	.02	.02
LTF	.37	.37	.37
iTi	.15	.15	.15
Ed Fund(Industry)	<u>.38</u>	<u>.38</u>	<u>.38</u>
TOTAL PKG	\$25.87	\$28.62	\$36.88

Future increase to residential technician apprentices wage rates will be based on the residential technician's taxable wage rate.

Section 5. A residential technician apprentice can work alone the second year if the employee has an installer's card from the city/county (if applicable) within the jurisdiction of the work.

Section 6. All applicants for apprenticeship shall be between the ages of seventeen (17) and forty-five (45) years of age and each residential technician apprentice shall serve an apprenticeship of three (3) years and such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman or residential technician until apprenticeship terms have been completed and they have qualified as residential technicians. (However, see Section 5 above for exception.)

Section 7. See Article 25 for contribution rate to the JATC. If Fund assets fall below \$20,000.00, the JATC may reopen the agreement for the sole and limited purpose of negotiating the necessary increase in the local JATC contribution rate.

Section 8. Any assessments for a JATC Building Fund shall be done on an equal contribution basis for both the employee and the employer.

Section 9. Preapprentices –

- (a). The Employer shall be allowed to hire one (1) preapprentice.
- (b). If an Employer has three (3) residential technicians, the Employer shall be allowed to hire one additional preapprentice.
- (c). Thereafter, the preapprentice ratio (no cap) shall be as shown below.

Residential Technician	Preapprentices
1-2	1
3-8	2
9-11	3
12-20	4

21-29	6
30-33	8
34-37	9
38-41	10
42-45	11
46...	...

The wage scale for preapprentices shall be as follows for the term of this Agreement:

Base Wage	\$ 7.82
Dues Assessment	<u>.18</u>
Taxable	\$ 8.00
SMOHIT	.02
LTF	.37
ITi	.15
Ed. Fund	<u>.37</u>
TOTAL PKG.	\$ 8.91

## ARTICLE 12

### OSHA TRAINING & DRUG TESTING

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

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

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

## ARTICLE 13

### LENGTH OF AGREEMENT

Section 1. This Agreement and Addenda Numbers 1 through 40 attached hereto shall become effective on the first day of August 2020 and remain in full force and effect until the 31<sup>st</sup> day of July 2025, 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 procedure 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 the Agreement, or during the term of any agreed upon extension, modification or amendment to this Agreement.

Section 5. By execution of this Agreement, the Employer authorizes Sheet Metal Contractors Labor Relations Council of Iowa, Inc., to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration dates of the Agreement.

Section 6. The residential technician program will be reviewed on at least a yearly basis by the Joint Adjustment Board of SMART Local 263 and Sheet Metal Contractors Labor Relations Council of Iowa, Inc.

## ARTICLE 14

### WAGE RATES

Section 1. The wage rates are as follows:

#### RESIDENTIAL TECHNICIANS' WAGE RATES

Base Wage	\$27.34
Dues Assessment	____.18
Taxable	\$27.52
Nat'l. Pens.	2.97
Local Pens.	.42
H & W	7.80
SMOHIT	.02
LTF	.37
iTi	.15
Ed. Fund	____.38



TOTAL PKG.           \$39.63

Effective August 1, 2021, a \$1.03 wage increase shall be implemented.

Effective August 1, 2022, a \$1.03 wage increase shall be implemented.

Effective August 1, 2023, a \$1.10 wage increase shall be implemented.

Effective August 1, 2024, a \$1.10 wage increase shall be implemented.

## ARTICLE 15

### NATIONAL PENSION, LOCAL PLANS AND HEALTH & WELFARE

Section 1. National Pension -- The Employer agrees to contribute the sum of two dollar and ninety-seven cents (\$2.97) per hour for each hour worked by each residential technician and residential technician apprentice, to be paid to the SMART National Pension Fund according to the terms of the SMART National Pension Fund as locally modified regarding "hours worked."

#### Section 2. Local Defined Contribution Plans --

(a). The Employer agrees to contribute to Cedar Rapids SMART Local 263 Pension Fund forty-two cents (\$.42) per hour for each hour worked by each residential technician and residential technician apprentice. Payment shall be remitted to: Cedar Rapids Sheet Metal Workers' Local 263 Pension Fund as directed by the Fund Trustees.

(b). 401K -- An employee may elect to participate in the 401K feature of the Cedar Rapids SMART Local Union No. 263 Retirement Savings Plan by signing a tax deferred savings authorization form approved by the Fund Trustees directing the Employer to reduce the employee's hourly pay by \$.50 or multiples of \$.50 per hour with such amount of tax deferred savings being transferred to the 401K feature of the Retirement Savings Plan. An employee may change the amount of the tax deferred savings quarterly (January 1, April 1, July 1 or October 1) in units of \$.50 per hour. The employee may elect the tax-deferred savings at the time the employee initially commences employment with any Employer. Employee tax deferred savings shall be reported on the same Employer reports and in the same manner as Employers are reporting with respect to regular contributions to the above Savings Plan or as the Trustees of the Fund shall direct. Employee election to have tax deferred savings transferred to the 401K Plan must be elected in writing at least ten (10) days prior to the stated election date, other than initial employment. All tax deferred savings requests must be filed by the employee with the Employer with copies as directed by the Fund Trustees.

(c). The Local Pension Fund and 401K contributions will not exceed the IRS 25% rule. If apprentice contributions exceed the IRS 25% rule, contractor contributions will cease to the Local Pension Fund for the remainder of the year but will be added to the apprentice wages for the remaining portion of that year. If journeymen contributions exceed the IRS 25% rule, contractor contributions will cease to the Local Pension Fund for the remainder of the year and will be added to the journeyman wages for the remaining portion of that year.

(d). The union may once during the term of this Agreement modify the SMART Local Pension Fund. In no event shall the journeyman total wage and benefit package be increased. However, due to the apprentice wage calculations, a journeyman Local Pension Fund modification may result in an

adjustment to the apprentice taxable and total wage package. This sub-section 2(d) expires sixty (60) days from the date of August 1, 2009, and applies only to the Local Pension Fund and not the National Pension Fund except when National Pension Fund contribution increases are required to keep the Fund solvent.

Section 3. Health and Welfare – The Employer agrees to contribute to the Local 263 Health and Welfare Plan the sum of seven dollars and eighty cents (\$7.80) per hour for each hour worked by each journeyman and apprentice. Employer Health and Welfare contributions shall be made and reported in the manner directed by the Health and Welfare Fund Trustees. In no event shall the total wage and benefit package be increased beyond the total package cost set forth in the Collective Bargaining Agreement.

Section 4. Contributions to the above listed plans shall be made on or before the 15<sup>th</sup> day of the succeeding month.

## ARTICLE 16

### VACATIONS

Section 1. Vacations shall be scheduled to the mutual satisfaction of the Employer and employee.

Section 2. Not more than ten percent (10%) of the employees from any shop shall be on vacation at one time.

Section 3. Employees shall not be gainfully employed at the trade during their vacation.

Section 4. Each employee shall take not less than one (1) period of five (5) consecutive days off per calendar year.

Section 5. In the event that a holiday occurs during the vacation period selected by the employee, said holiday will be considered a part of the vacation period, however, a substitute day will be allowed either at the beginning or end of the vacation period.

## ARTICLE 17

### LOCAL INDUSTRY FUND

Section 1. All Employers signatory hereto shall pay to the Sheet Metal Contractors of Iowa Industry Fund one and one-tenth percent (1.1%) of the total wage package which shall include hourly wages, Local Training Fund, National Training Fund and Industry Fund of the United States for each hour worked by all employees of the Employers covered by this Agreement.

Section 2. Payment shall be made monthly on or before the fifteenth (15<sup>th</sup>) day of the succeeding month (see Article 18) and shall be remitted to Sheet Metal Contractors of Iowa Industry Fund, 1454 30<sup>th</sup> Street, Suite 201, West Des Moines, Iowa 50266, phone 515/223-6568.

Section 3. The Trustees of the Industry Fund may lower or increase the amount of contribution to the Local Industry Fund (see Article 8, Section 13 (b)). Any change in said contribution will be made by written notice to contributors and Local No. 263 ninety (90) days prior to said change.

## ARTICLE 18

### CONTRIBUTIONS

Section 1. It is agreed that all contributions made by the Employer to the following funds: SMART National Pension Fund, Local Pension Plan, 401K, Health and Welfare Plan, International Training Institute (iTi), National Energy Management Institute Committee, Sheet Metal Occupational Health Institute Trust, Industry Fund of the United States, Local Industry Fund, Voluntary Credit Union deductions, Local Apprenticeship Fund and Local Scholarship Fund shall be paid monthly and shall be due on the fifteenth (15<sup>th</sup>) day of each following month. If an Employer fails to make such payments within ten (10) days of the due date, that Employer agrees to immediately purchase a \$10,000.00 bond to assure payment of delinquent funds and any future payments during the term of this Working Agreement.

Section 2. If it becomes necessary to sue any Employer for these funds, the entire court cost and all reasonable attorney fees and any other expenses incurred shall be paid by the said Employer in addition to a fifteen percent (15%) penalty.

## ARTICLE 19

### FOREMAN/GENERAL FOREMAN CLAUSE

Section 1. Residential technician foremen, including general foremen, shall be practical employees of the trade in good standing and may work "with the tools" at the discretion of the Employer.

(a). When four (4) residential technicians are on the job for more than three (3) full working days, a foreman shall be appointed at the start of the fourth (4<sup>th</sup>) working day. The foreman shall be considered one of the four (4) residential technicians.

(b). The foreman shall be paid in addition to the basic residential technician's wage rate, an additional four percent (4%) of the taxable wage.

(c). When twelve (12) or more men are on the job, the general foreman shall be paid in addition to the basic residential technician's wage rate an additional eight percent (8%) of the taxable wage.

(d). Provisions of this Article do not apply to the shop.

Section 2. Except as otherwise specifically provided in this Agreement, the contractors retain all the rights and functions of management that they have by law and the exercise of any such rights or functions shall not be subject to arbitration. Without limiting the generality of the foregoing, this includes:

(a). The determination of the size of the work force, the allocation and assignment of work to employees, establishment of quality standards and judgment of workmanship required.

(b). The selection and appointment of all supervisory personnel, including foremen and general foremen in accordance with Section 1 (a), (b), (c) and (d).

(c). The maintenance of discipline and control of the Employer's tools, equipment and other property.

## ARTICLE 20

### OVERTIME RATE AND EXCEPTIONS TO WORKING HOURS (See Article 6 for Four Day 10 Hour Work Week Clause)

Section 1. All work performed outside of regular hours shall be paid at one and one-half (1 ½) times the regular rate, except double time after ten (10) hours on Saturday. Two (2) times the normal wage rate will be paid for work performed on Sunday and holidays.

Section 2. Exceptions to the normal working hours can be granted by the Business Manager.

## ARTICLE 21

### SHOW UP TIME

Section 1. If an employee fails to notify Employer prior to 8:00 a.m. that he will not report for work that day, the Employer is entitled to deduct two (2) hours pay at the established rate. This provision, however, shall not apply in circumstances over which the employee has no control.

## ARTICLE 22

### PRO-RATING THE WORK

Section 1. If work gets slack, it is agreed to pro-rate existing work as much as possible among present residential technicians in the most efficient manner.

## ARTICLE 23

### INJURY PAY

Section 1. Each residential technician or residential technician apprentice shall be paid at the regular rate when at a doctor's office or hospital for emergency treatment for an injury received on the job during regular working hours. One additional post-injury visit will be paid for if the visit cannot be arranged after working hours. The condition of this provision shall apply only when the employee is still employed by the Employer for whom he was working when the injury occurred. There shall be a time limit of thirty (30) calendar days for the post-injury visit.

## ARTICLE 24

### TRAVEL ZONE AND ALLOWANCE

Section 1. Whenever an employee is required to provide his own transportation from job to job during regular working hours, he will be paid at the allowable IRS rate per mile (the current IRS rate is \$.57.5. The Union will notify the Labor Relations Council, Cedar Rapids Chapter if rates change throughout the year, otherwise, May 1<sup>st</sup> of each year, rates will be adjusted if necessary.

Section 2. A free zone of thirty (30) road miles shall exist with the center located at North-South Highway 218 and East-West Swisher Road. If the city limits of any town lies with the free thirty (30) road miles, the complete city limits shall be included in the free zone.

In addition, there will be a thirty (30) free zone radius around job sites for those employees working at those job sites who live within a thirty (30) mile radius of those job sites.

Employees working outside of the free zones will receive a fifteen dollar per day travel allowance in lieu of any car mileage allowance.

## ARTICLE 25

### APPRENTICESHIP TRAINING PROGRAM

Section 1. To provide financial support for the operation of the Apprenticeship Training Program, thirty-seven cents (\$.37) per residential technician and residential technician apprentice man hours worked will be paid from the total wage package. Payment shall be made as provided in Article 18 and remitted to the Secretary-Treasurer of the JATC. If during the term of this Agreement, the JATC can demonstrate and justify a need for additional funding, this Agreement shall be re-opened for the purpose of increasing the hourly contribution. (see Article 11, Section 7)

## ARTICLE 26

### HIRING OF SHEET METAL WORKERS

Section 1. The Employer shall notify SMART Local No. 263 Business Office prior to hiring sheet metal workers. The Employer shall notify the Union of the number required, skills required and reporting time and place.

Section 2. At the contractor's request he may interview residential technicians that are on the unemployed list. The interview must be held by the contractor or his management representative, "not a card carrying member."

Section 3. If the contractor refuses employment to the residential technician referred by the Business Manager, he must tell the residential technician why and also send a letter to the Business Manager telling why he refuses to hire the residential technician.

Section 4. All applicants from the Union shall be required to have a referral slip from the Union Office before reporting for work or interview.

Section 5. Unless there is an acceptable residential technician available from the union hall, the Employer may directly hire residential technicians. However, if an Employer directly hires a residential technician, that Employer will send this employee to the union hiring hall for a referral slip before starting employment.

Section 6. A residential technician must enroll in JATC sponsored advanced residential technician training programs when directed by the local JATC.

## ARTICLE 27

### EMPLOYEE WORKING RULES (ALSO SEE ARTICLE 28 ON SAFETY)

Section 1. It will be a violation of this Agreement for any residential technician or residential technician apprentice to commit any of the following acts:

(a). To furnish any expendable tools (i.e. saw blades, drill bits, taps, pop riveters, gang boxes, etc.).

(b). To furnish any power tools or hand tools (i.e. electric drills, skill saws, saber saws, sawsalls, etc.) or cell phones to conduct any company business whether calling out or receiving business calls; or PDA's and any other electronic devices, except hand held calculators (ex: iTi calculators). Company equipment is to be used only during company time unless compensated for according to contract.

(c). To furnish safety equipment (with the exception of prescription lenses), such as goggles, welding hoods or hard hats when required by the contractor or the safety rules of the job. (see Article 28, Sections 2, 3 and 4)

(d). To transport any materials, equipment or tools in or by means of his car or truck for the employer, except himself, his own personal kits of hand tools, one (1) extension cord not to exceed one hundred (100) feet and one (1) drill motor three-eighths (3/8ths) or less, which has been assigned to him and he is personally responsible.

(e). To rent, lease, loan or in any other way cooperate with the Employer in supplying a vehicle for the Employer to convey personnel, materials, equipment and/or supplies from shop to job, job to job, job to shop.

(f). To install material or use equipment and supplies delivered contrary to the intent of above statements.

(g). To perform any work falling within the jurisdiction of the International Association of Sheet Metal, Air, Rail and Transportation Workers except through an employer signatory to this Agreement with SMART.

(h). To work or accept employment which in any way is contrary to the Standard Form of the current applicable Working Agreement.

(i). To exceed the ratio of residential technician apprentices as set out in the table in Article 11, Section 2.

Section 2. A necessary violation of the above can be approved by the Business Representative of Local No. 263.

## ARTICLE 28

### SAFETY

Section 1. All parties signatory to this Agreement shall be required to comply with all federal, state and Employer safety rules. Refusal to comply shall be cause for immediate dismissal.

Section 2. The Employer will comply with all applicable state and federal health and safety laws and regulations and agrees that such laws and regulations shall constitute the minimum acceptable standards.

Section 3. The Employer shall furnish all safety equipment and clothing including, but not limited to welding gloves, welding leathers, steel toed shoes if required by the Employer, hard hats in good condition, safety glasses and prescription lens safety glasses, face shields, ear protection and proper ventilation in shops.

- (a). Regarding prescription lens safety glasses, the following guidelines will apply:
- .. currently employed by an Industry Fund contributor
  - .. frames (at least two choices) every two years
  - .. lens – yearly
  - .. identification procedures through Local 263/SMCI

Section 4. No employee shall be required to perform any work which the employee believes is unsafe, dangerous, or possesses a risk to the health or safety of the employee. An employee's refusal to perform such work shall not be grounds to discharge or otherwise discipline the employee.

Section 5. Two (2) men when needed shall be used when setting condensing units.

## ARTICLE 29

### BULLETIN BOARD

Section 1. A bulletin board may be placed in each shop for the purpose of posting official Union notices of Local No. 263, SMART. Any other information for posting must first be approved by management.

## ARTICLE 30

### JURISDICTIONAL DISPUTES

Section 1. Whenever the possibility of a work stoppage arises due to jurisdictional dispute by other building trades, the residential technician shall continue to work until directed to stop by Business Representative and Employer.

## ARTICLE 31

### INDUSTRY SAVINGS CLAUSE

Section 1. If any more favorable conditions are granted by Local Union No. 263 to any other Employer in the jurisdictional area of this contract, all Employers will have the right to adopt the same as an amendment to this Agreement effective at once.

## ARTICLE 32

### ACCUMULATED FUNDING DEFICIENCY

Section 1. Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust under the provisions of the Pension Reform Act of 1974, the parties agree to request the Trustees of that particular trust to reduce the benefits in order to correct such underfunding provided, however, that if such reduction is not accepted by the Trustees of such trust within thirty (30) days or would be inadequate to correct the underfunding, or is not approved by the Secretary of Labor, the parties hereto shall meet and arrive at an agreement for an immediate adjustment of the hourly wage rates in this Agreement, in order to correct such funding deficiency in such trust fund. In no event shall the total wage and benefit package be increased.

## ARTICLE 33

### RESPONSIBILITY OF CONTRACTOR AND UNION UNDER ARTICLE 10

Section 1. The parties hereto agree that all contractors and Local Unions and officers and agents thereof, resorting to the provisions of this Article and availing themselves of the procedures therein provided, expressly waive and relinquish, in the individual and their representative capacities, any and all potential claims against any member or members of the appropriate Local Joint Adjustment Board. It is further agreed that individuals serving as members of such Local Joint Adjustment Boards are arbitrators performing a quasi-judicial function.

## ARTICLE 34

### RESPONSIBILITY OF NEGOTIATORS

Section 1. It is expressly agreed by any party signatory to this Agreement or any person, company or firm bound to this Agreement or any person, company or firm bound to this Agreement or any employee covered by this Agreement that they jointly and severally shall waive and relinquish any claim or any action against any negotiator of this Agreement representing management or labor arising from any discretionary act or actions during the course and conduct of negotiations for this Agreement arising from the implementation of any terms or provision of this Agreement.



## ARTICLE 35

### PICKET LINES

Section 1. It shall not be a violation of this contract and shall not be cause for discharge, reprimand or discipline under this contract if any employee or employees refuse to cross or work behind a picket line.

## ARTICLE 36

### INTEGRITY CLAUSE

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

An Employer is also a “bad-faith employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article 1 hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in the Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers, AFL-CIO in the area.

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

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be proceeded as a grievance in accordance with, and within the time limits prescribed by, the provisions of SFUA Article 10.

Section 3. Whenever the Union becomes aware that an Employer has been or is a “bad-faith employer,” it shall be entitled, notwithstanding any other provision of this Agreement, to demand 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 10 of this Agreement.

## ARTICLE 37

### UNION DUES CHECK-OFF

Section 1. The Employer agrees to deduct labor organization dues, charges, fees, contributions, and assessments from the wages of any employee covered by the Agreement if the Employer has first been presented with an individual written order therefore, signed by the employee in the manner set forth in the Code of Iowa, which written order shall be enforceable for the period of one year or the term of the contract, whichever occurs first. The employee shall give at least thirty (30) days advance written notice of such termination to the Employer in advance of the contract date or the expiration of the year period, or the employee's dues deduction shall be deemed to automatically renew.

## ARTICLE 38

### DUCT CLEANING

Section 1. In the event a contractor enters the "duct cleaning business" and purchases a truck designed for this type work, they would be allowed a separate preapprentice to operate the truck and clean the ducts that are applicable to our residential agreement. This preapprentice is allowed only for the purpose of "duct cleaning" and not allowed to do any other work associated with our industry. If duct fittings are to be removed and/or replaced, a residential technician is to be used for this work.

## ARTICLE 39

### HIRING COMMERCIAL JOURNEYMEN

Section 1. If a commercial building trades journeyman works at residential rate, Employer agrees to pay building trades fringes; for example, employee will receive residential technician's taxable wage and building trades fringes. (This will usually result in a \$2-3 fringe package increase.) Hiring of these building trades journeymen is the Employer's sole option.

## ARTICLE 40

### LOCAL SCHOLARSHIP FUND

Section 1. The employers shall pay into the Local 263 Scholarship Fund the sum of one cent (\$.01) per hour for each hour worked by all employees (excluding preapprentices). Said one cent (\$.01) contribution will be added to the Sheet Metal Contractors of Iowa Industry Fund contribution. At the conclusion of each calendar year, the Sheet Metal Contractors of Iowa Industry Fund trustees will accept direction from the Local 263 Scholarship Committee as to recipients' names who will be awarded scholarships payable to the appropriate educational institutions.

In witness whereof, the parties hereto affix their signatures and seal this 7<sup>th</sup> day of August, 2020.

Randy A. Sconyers  
Randy Sconyers, Bus. Mgr., Local 263

Russel R. Jaeger  
Russ Jaeger, Recording Secretary, Local 263

John Ilten  
John Ilten, Ilten's

Randy A. Novak  
Randy Novak, Novak Heating

Matt Parman  
Matt Parman, The Waldinger Corporation

Bob Brown  
Bob Brown, Modern Sheet Metal

Kim Best  
Kim Best, SMCI