

AGREEMENT

Agreement entered into this 29st day of May, 2023, retroactive to April 1, 2023, by and between the Collective Bargaining Unit of the MCA-SMACNA of San Antonio and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No 67 of Sheet Metal, Air, Rail, Transportation International Association, (SMART) hereinafter referred to as the Union, for the following counties of the State of Texas:

Atascosa	Frio	Kimble	Real
Bandera	Gillespie	Kinney	Schleicher
Bexar	Gonzales	LaSalle	Sutton
Comal	Guadalupe	Mason	Tom Green
Concho	Irion	Maverick	Uvalde
Crockett	Karnes	McMullen	Val Verde
Dimmitt	Kendall	Medina	Wilson
Edwards	Kerr	Menard	Zavala

ARTICLE I - SCOPE

Section 1. This agreement covers the rate 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 including fiberglass reinforced plastic and of all HVAC duct systems, air-veyor duct systems, exhaust duct systems and air handling duct systems including cleanroom plenums regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging, .016 and heavier, 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, (f) all other work included in the jurisdictional claims of the International Association Sheet Metal, Air, Rail, and Transportation Workers.

ARTICLE II - 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 III - JURISDICTION

Section 1. The Employer agrees that none but Journeyperson, 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 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.)

Section 2. On all shop work or all job site work it will not be regularly required that Journeyperson, classified or apprentices drive trucks, load and unload materials, rack materials, clean shop and tools, or place materials at the floor level where it is to be erected.

ARTICLE IV - HIRING

Section 1. The Employer recognizes the Union as the exclusive representative of all employees covered by this Agreement for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment under the provisions of Section 9 (a) of the Labor Management Relations Act of 1947 as amended.

Section 2. The Union agrees to furnish upon request by the Employer, duly qualified Journeyperson, classified, apprentice, and pre-apprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. If the Union is unable to comply with the Employers written request to furnish Journeyperson within two business days, the Employer may hire such employees and refer them to the Union.

Section 3. No person will be discriminated against because of age, race, color, religion, disability, sex, sexual orientation, gender identity, national origin or veteran status.

Section 4. The Union agrees that the Employer or his representative shall be the sole judge of hiring or rejecting any job applicant. The Employer agrees exercise his right to hire or to reject any job applicant without regard to Union membership or non-membership.

Section 5. Employees working under this agreement and within the jurisdiction of this Union will not be obligated to perform any work on any job where all of the sheet metal work as described in Article I is not done by qualified Journeyperson or classified sheet metal workers and/or apprentices working under this Agreement.

Section 6. The Union office will prepare a work order when sending a worker to an Employer as a result of a request for a worker; or when notified of a new employee as a result of solicitation, said work order will be emailed to Employer. Employer agrees to furnish each employee with a termination slip at the time of termination, with a copy to the Union within 24 hours. Prior to employment new employees will be processed immediately by the Union and dispatched to the requesting Employer.

ARTICLE V - UNION SECURITY

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

Section 2. If during the term of the 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 3. 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 4. The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing. The Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made, postmarked no later than the 10th day of the month and remitted to the Southwest Gulf Coast Regional Council.

Per-Capita assessment = \$0.20 unless increased by SMART

Section 5. Local Dues (a) Beginning June 3, 2019, the first workday of the first work week in June, Employer shall deduct from each union employee weekly dues each work week and shall submit the said amount to the Southwest/Gulf Coast Regional Council. Such submission must contain the total amount of the dues deducted from each union employees of Employer, along with the name and social security number of each covered employee. The entirety of the submission may be transmitted to the Union via US Mail and must be postmarked on or before the 10th day of the month following the month in which the dues are deducted. The Union and a signatory Employer may reach an agreement satisfactory to both parties wherein the Employer may transmit to the Union the entirety of the submission contemplated herein electronically.

(b) The amounts of weekly dues to be collected on each classification of union employee is reflected on Appendix I – Wage

Sheet.

(c) At the request of the Union, beginning on June 1, 2019 and continuing until further notice, the obligation of a member of SMART Local 67, San Antonio jurisdiction, to pay window dues of will cease. However, the obligation of any union member to pay any window dues owing and unpaid on that date is not affected by this Section and continues in full force and effect. The Union is empowered to use any and all methods authorized in this Contract or in the Local's constitution or rules to collect from its members any window dues delinquent and unpaid.

(d) The San Antonio jurisdiction weekly dues are being withheld as a courtesy to the Union. If a union employee does not have dues withheld from their check, due to no fault of the employer, it is the union employee's responsibility to remit the dues directly to the Union. The Union will retain sole responsibility for collecting any dues owed by members and the use of the proceeds from the Weekly Dues is at the sole discretion of the Union.

ARTICLE VI – HOURS

Section 1. Hours

- a. The regular working day consists of eight (8) hours labor in the shop or on the job between 7:00AM and 6:00PM and the regular work week shall consist of five (5) consecutive eight (8) hour days' labor in the shop or on the job Monday through Friday. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Notification of scheduling changes will be provided to the employee at least 24 hours in advance.
- b. The Employer may schedule a week of four (4) ten (10) hour days, between 7:00AM and 8:00PM to accommodate the

scheduling of the job. Friday may be used as a makeup day if weather or other unforeseen events prevent completion of a four (4) day week of ten (10) hours work days on Thursday and will be paid at straight time.

Section 2. Overtime

(a) In order to be eligible to receive compensation at the rate of time-and-one-half his regular hourly rate of pay, an employee must first:

- have worked forty (40) hours during any one workweek at straight time, provided forty hours of work was available to him that week, or
- have worked ten (10) hours during any one work day. (Hours worked in excess of ten (10) hours in any one work day will be paid at the rate of time-and-one-half, regardless of whether the Employee works forty (40) hours in that workweek.) i.e. Hours may not be available to members because of holidays, rainouts, or shutdowns.

(b) In order to be eligible to receive compensation at the rate of twice his regular hourly rate of pay (double-time), except for holidays recognized in this Agreement, an employee must first: have worked twelve (12) hours in any one workday (Hours worked in excess of twelve (12) hours in any one workday will be paid at the rate of double-time, regardless of whether the Employee works forty (40) hours in that workweek.), or

except for shift work as defined in Section 6 of this Article, have worked hours after midnight on the day his workday began, regardless of how many hours he has worked during that workday, or have worked on Sunday or on a holiday recognized in this Agreement.

(c) Any employee working in excess of twenty-four (24) hours will remain on overtime into and through the next scheduled work day until he has had at least six (6) hours continuous time off.

(d) Saturday hours worked, up to eight (8) hours, will be paid at the rate of time-and-one-half the regular hourly rate of pay, provided an employee has worked forty (40) hours during the workweek. All other

hours worked on Saturday will be paid at the rate of twice the regular hourly rate of pay (double time).

(e) An employee may refuse, without penalty, the employer's request that he work overtime hours outside the normal workday and/or workweek.

Section 3. Holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days locally observed as such and Sundays shall be recognized as holidays. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed and whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 4. Shift work

a. Shifts for work to be performed outside of the normal day, and by crews which had not worked during the preceding twenty-four (24) hour period, may be established by the Employer and Union to meet job requirements, so long as the duration of the work is 5 consecutive days or longer for shift work.

b. The regular working day, as described in Section 1a above, constitutes the first shift.

c. The second shift will cover an eight (8) hour period immediately following the first shift, will include a thirty (30) minute non-paid meal period, and will be paid at the regular straight time wage rate plus 15%.

d. The third shift will cover a seven and one half (7½) hour period immediately preceding the first shift, will include a thirty (30) minute paid meal period, and will be paid at the regular straight time wage rate plus 15%

e. Any overtime paid for shift work will include the 15% premium.

- f. When work is of such a nature that it cannot be performed during the regular working hours, during the regular work week, second and third shifts may be established at shift rates of pay without the requirement of a first shift.
- g. When shift work must be performed on weekends to meet job requirements, the Union and Employer will agree to premium arrangements on a job-by-job basis.

ARTICLE VII - TRAVEL

Section 1. When employed in a shop or on a job a 40-mile radius zone is established centered on the Bexar County Court House. No travel or allowances are paid for work performed in this zone.

Section 2. A second zone from 40 to 75 miles' radius is established centered on the Bexar County Court House. A \$ 25 daily allowance is payable for work performed in this zone.

Section 3. Workers employed beyond the 75-mile radius zone will receive \$30 per day food allowance, the employer will provide mutually acceptable lodging. It is important that the employer and employee understand the duration of the project. Employer agrees mileage is to be paid, if traveling in personal vehicle, to and from the jobsite, once per month and / or per job mobilization at the IRS rate.

Section 4. If an Employer sends an employee to perform work outside of the territorial jurisdiction of Local 67, travel pay and/or subsistence arrangements shall be negotiated and supplied to the employee by email prior to the start of the project. If the employee does not respond to the email accepting terms, showing up on the job is considered acceptance of the terms.

Section 5. Member will not be eligible for per diem if residence of member is less than 30 miles from the project.

ARTICLE VIII - WAGES & BENEFITS

Section 1a. It is agreed that in order to promote a safe and professional workforce all Local 67 members should have OSHA-30 training. It is understood at this time there are members of Local 67 who presently do not have this training. Members with no OSHA-30 certificate will be frozen at \$27.89 per hour until they obtain the certificate. No continuing education is required for upgrade. New members brought in will have one (1) year to get their OSHA-30 certificate, if they fail to do so, they will not be eligible for upgrade until they have obtained their certificate.

b. The following table shows the wage increases agreed upon and conditions and requirements as they apply.

	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>*Wage</u>	\$2.00	\$1.30*	\$1.30*

*\$1.00 Guaranteed and \$1.30 available if average hours worked increases to at least 1650 hours for 2023 and 2024 as recorded by the Third Party Administrator.

The average hours worked shall be computed by counting all hours worked (straight time and overtime for all active covered sheet metal workers, working under the San Antonio CBA between January 1st through December 31st of the preceding year. This formula for increases shall sunset (expire) at the expiration of this CBA on March 31, 2026.

c. The total minimum rate of wages and fringe benefits contributions for Journey person sheet metal workers covered by this Agreement when employed in a shop or on a job within

the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be \$46.15 hour effective April 1st, 2023 until March 31, 2024 except as hereinafter specified in Section 2 of this Article. See Wage Chart (Appendix 1)

- d. Effective April 1, 2024 the wage package of Journeyperson sheet metal workers will be increased by \$1.00 for all members who have their OSHA-30-hour training. Increase will be increased to \$1.30 if average hours worked for all active covered sheet metal workers increases to 1650 hours as recorded by the Third Party Administrator. Members will cover any potential National Pension Fund and Health & Welfare increases.
- e. Effective April 1, 2025 the wage package of Journeyperson sheet metal workers will be increased by \$1.00 for all members who have their OSHA-30-hour training. Increase will be increased to \$1.30 if average hours worked for all active covered sheet metal workers increases to 1650 hours as recorded by the Third Party Administrator. Members will cover any potential National Pension Fund and Health & Welfare increases.
- f. When there is more than one Journeyperson on a job, a Lead Person or a Foreperson will be appointed and paid the following in addition to the basic Journeyperson hourly wage rate plus the fringe benefits package as follows:
 - (1) A Lead Person is permitted on small jobs only. A small job is a job where crews of not more than 3 Journeyperson are working at different locations. A Lead Person will be allowed and paid an additional \$1.25 per hour, providing a roving Foreperson supervises his work on a daily basis. If there is more than one crew on a job site there will be an on-site Foreperson. A Lead Person is able to lead his crew only and will not perform the tasks of a Foreperson. The Lead Person will not do any paper work nor prepare any daily reports. A Lead Person can measure up system

components related to his crew and work out minor problems which come up with other crafts on the job. A Lead Person will report to and communicate with his Foreperson. The Lead Person is not a replacement for a Foreperson nor will he be required to represent the employer in such functions as job site meetings or major disputes with other crafts.

- (2) When there are 2 through 7 Journeyperson, an additional \$2.75 per hour,
- (3) When there are 8 through 16 Journeyperson, an additional \$4.00 per hour,
- (4) When there are 17 through 24 Journeyperson, an additional \$5.35 per hour,

Section 2a. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by Journeyperson or classified sheet metal workers, apprentices and/or pre-apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or Local Union affiliated with SMART, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the Journeyperson employed on such work in the home shop or sent to the job site.

b. The Employers agree that when fabricating for a job in the San Antonio contract area (see counties, page 1) and said fabrication is being performed outside of said area, the employer will, at the request of the Union, submit to the Local Union office, a certified payroll of employees working on the job which is for the San Antonio contract area. This payroll is to be signed by an officer of the firm and notarized. The Employer agrees to post notice of jobs and wage rates to be paid when fabricating for a job in the San Antonio contract area.

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 installation 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 provision 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, nor to the manufacture of spiral pipe and fittings for high pressure systems except when such a provision is contained in this agreement or an addendum to the SFUA.

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

Section 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another Union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are

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

Section 7. In applying the provisions of Section 2, 5 and 6 of this Article, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

Section 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 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.

Section 9a. Employees covered by this agreement shall be paid each week by check drawn on a bank with a San Antonio branch.

Each employee working under Article VI shall be paid no later than quitting time three working days from the end of the pay period for hours worked during the preceding week. (At Employers option, he may include pay for additional hours worked after end of pay period.) Pay shall be equal to the total of employee's regular hourly rate of pay times the number of straight time hours worked, plus any daily or weekly overtime, travel expenses, show up pay and other premium pay for fringe benefits to which he is entitled for the period, less deductions required by State and Federal Law or as required by the Agreement. A check stub or slip showing all hours worked and each deduction will be provided to the employee with his check. Employees paid later than the time specified above shall be paid eight (8) hours at the regular hourly rate of pay for each day until payment is received. The penalties for "paycheck" abuse shall not be due until the circumstances of the late payment are reviewed by the Sheet Metal Industry Board. Upon determination of the board that the cause of the late payment is reasonably beyond the Contractors control, no penalty shall be applied to the Contractor. When employees are laid off or discharged they shall at that time be paid all wages due them, failing which, they shall charge the applicable regular hourly rate of pay until payment is received unless the reason for termination is deemed a safety concern for individuals on the jobsite.

b. Notwithstanding the preceding provision of this Section, if an employer and/or employee agree in advance in writing, an Employer may deposit the employee's pay directly in the employee's account in a financial institution of the employee's choice and provide at the job site a check stub or slip showing all hours and each deduction rather than providing him with a check not later than quitting time on the employee's designated pay day. Direct deposit is optional for both employer and employee.

Section 10. All Local 67 members who report for work by direction of the Employer and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Section 11. Each Employer 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. The Employer agrees that effective April 1, 2023 and continuing through the life of this Agreement, to make contributions for the following trust funds from the total wage rate specified in Section 1 of this Article. Contributions will be made for each hour worked by each Journeyman, apprentice, pre-apprentice and classified worker covered by this Agreement in accordance with the terms of the trust fund document.

- a. Effective 04/01/23 Sheet Metal Workers National Pension Fund (NPF) \$9.54
- b. Sheet Metal Workers National Health Fund (NHF) \$4.60
- c. International Training Institute (ITI) .15
(NEMIC contribution of .03 included)
- d. Sheet Metal Occupational Health Institute (SMOHI) .02
- e. Sheet Metal Workers Local 67 Joint Apprenticeship and Training Fund (JATC) .78
- h. Employer will pay into Stabilization Agreement of the Sheet Metal Industry (SASMI) three percent (3%) of gross earnings of each employee covered by this Agreement. Gross earnings for the purpose of this Agreement shall include (a) the total wages paid to an employee which are reportable by the employee for Federal Income Tax purposes and (b) any and all contributions

paid by the Employer on behalf of the employee to a pension and/or a health fund.

- i. Employer will deduct from the wage package of each employee except PAT's, one percent (1%) of the base wage and forward to the union as a working assessment deposit.
- j. In the event of a Health and Welfare contribution increase during the life of this agreement, should the required deduction from an Apprentice's base wage cause said wage to fall below his/her mandated percentage of Journeyman base wage (as shown in Appendix 1), the Employer agrees to pay that shortfall which will preserve the mandated percentage.

Section 13a. The following amounts will be deducted from the total wage package of each employee covered by this Agreement for deposit into an individual savings account as follows:

Journeyman	\$1.30 per hour worked
Apprentices	\$1.00 per hour worked
Classified Workers	\$1.00 per hour worked

- b. This deduction will be reported for each employee on the fringe benefit form provided by the Union, and the amount paid to the Air Force Federal Credit Union by the 20th day of the month following the month during which the hours were worked for credit to the individual interest bearing savings account of each employee.
- c. Money so deposited shall, at all times, remain the exclusive property of the individual employee from whose pay the money was deducted. Each individual employee shall have the right to leave such monies on deposit or withdraw all or any part of such deposits as desired.
- d. Each employee for whom a separate savings account is established, hereunder, shall execute with the Credit Union

the usual instruments setting forth the conditions under which savings accounts are established and controlled.

- e. Any employee desiring vacation shall give his Employer or supervisor at least a 14-day notice.

Section 14a. The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) nine cents (\$.09) per hour for each hour worked on and after the effective date of this Agreement by each employee covered by this Agreement and an additional \$.01 on the anniversary date each year thereafter until the IFUS contribution total is \$.12. Payment shall be remitted to IFUS, for the purpose of transmittal, through San Antonio Sheet Metal Industry Fund.

- b. The Employer shall pay to the San Antonio Sheet Metal Industry Fund (SMIF) fifteen cents (\$.15) per hour for each hour worked on and after the effective date of this Agreement by each employee. The San Antonio Sheet Metal Industry Fund (SMIF) contributions will be remitted to the 3rd Party Administrator, Southwest Service Administrators.
- c. Contributions provided for in (a) and (b) above 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.
- d. The Union and the Employer recognize that the contributions provided in a and b above of this Section 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 a and b above of this Section 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 Employer and Union.

Section 15a. The Union may initiate, at its option, a 401(k) plan, under the following conditions (1) The Plan will be developed strictly on an Employee financed basis funded exclusively by wage deferrals and by Employer contributions. These Employer contributions would not create additional employer liability and would come from the existing total package or from future wage increases. (2) The entire expense of properly establishing a Plan shall be the exclusive responsibility of the Union and the employees. Such expenses would include, but may not be limited to (A) the development of an appropriate Trust Agreement and Plan Document, (B) the Process attributable to receiving a favorable determination from the Internal Revenue Service, (C) any legal, administrative, record keeping, investment fund management, printing, mailing, and required Employee education requirements.

b. This Trust shall be for the benefit of all participants on whose behalf contributions are made. This Trust Fund shall be administered by a Joint Board of Labor-Management Trustees in accordance with the provisions of the Taft-Hartley Act, and all other applicable Federal and State Laws, and shall be composed of an equal number of Union appointed trustees and Employer appointed trustees. Trustees of this Trust Fund shall determine and define the specific details and benefits to be derived by the participants of the Trust. The initial contribution rate shall be established at thirty (30) cents per

hour. In addition to these mandatory Employer contributions, tax deferred Employee payroll wage deductions may be made to the Trust and shall be permitted as determined by the Trustees pursuant to Section 401(K) of the Internal Revenue Code. The Trust shall be consistent with the Internal Revenue Code and must be approved by the Internal Revenue Code.

Section 16a. The parties agree to be bound by the separate agreements and declarations of trust establishing the various trusts covered in Sections 12 through 15 above to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be adopted from time to time and hereby designate as their representatives on the board of trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

- b. The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.
- c. Contribution Guarantee. (1.) Each Employer, shall carry a bond or letter of credit in favor of, and deposited with, Sheet Metal Workers' Local Union #67 and issued by such bonding company with an "A" rating or better, or local financial institution or financial institution with local branch, and containing such terms and conditions as may be acceptable to the Board of Trustees of the various Trust Funds and Local 67, in the amount of \$10,000 or if greater, an amount equal to 170 hours per Employee (based on the Employer's average number of employees from the previous year) as determined by the Board of Trustees from the various funds and/or Local 67, times the total contribution for all fringe benefits, and any other deductions approved in this agreement such as savings, 401-K, equality fund, industry fund, etc.. up to a maximum

amount of \$100,000. This bond or letter of credit (rounded up to the nearest \$1,000 increment) will guarantee to the Trustees of the: Health and Welfare Plan, Pension Funds, Local Apprenticeship Training fund, International Training Institute, SASMI Fund, NEMI Fund and SMOHI Fund, the full, complete and prompt payment of all monies due these funds and: Sheet Metal Workers' Local Union #67 monies deducted from wages for savings, working assessment, industry fund, etc.; and/or any future deductions so approved.

- (2.) The date of calculation, for determining the previous year's average number of employees shall be April 1st to January 31st with estimate through March 31st. In the event the employer is new to this agreement, or working under the terms of this agreement but not signatory to this agreement the employer must submit to the Union for its approval an estimate of the average monthly man power that it intends to employ in order to calculate the amount of bond or the amount of the letter of credit. Any contractor failing to acquire a bond or letter of credit will not be supplied with Union workers.
 - (3.) Such bonds shall be in full force prior to the date of first employment under this Agreement. The bond will include a thirty (30) day notification to the Union and the Association before cancellation can be made.
- d. Copy of either bond or letter of credit will be provided to the Union and Employer Association and the Union will be responsible for enforcement and approval of all bonds and/or letter of credit submitted.
 - e. The Union will withdraw all employees from service of the employer after twenty (20) days notice of such delinquency by the trustees to the Union. Such withdrawal shall not constitute a violation of any provision of this agreement.

- f. If it becomes necessary to pursue legal remedies to collect contributions due, all legal expenses, attorney fees and court costs will be borne by the delinquent Employer.
- g. The contributions to the various funds and entities required in this Agreement will be due no later than the twentieth (20th) day of the month following the month in which they were accrued. Contributions not postmarked by the 20th day of the month following the month in which they were accrued shall be considered delinquent and shall incur a penalty in an amount equal to ten percent (10%) of the total of delinquent contributions. An Employer who has made delinquent contributions to any national or local fund shall, upon written notification of the trustees or local union, make the required payment to such funds at weekly intervals. Such weekly payments shall continue until the Employer has completely satisfied his delinquency and has made timely contributions for a period of three (3) consecutive months. The penalty shall not be due until the circumstances of the late payment are reviewed by the Sheet Metal Industry Board. Upon determination of the Board that the cause of the late payment is reasonably beyond the Employer's control, the penalty shall be waived.

Section 17. All signatory contractors will maintain and provide proof of Workers Compensation Insurance. Notice of cancellation shall be mailed to the Union office no less than 15 days prior to cancellation.

Section 18 a. If, during the term of this agreement, including any renewal or extension of this agreement, the parties, are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in

critical or endangered status for a plan year, the Union may automatically adopt a schedule as described in the next paragraph, without the consent of the Association, because the labor agreement provides for the automatic allocation of the wage and fringe packages. (See Appendix II)

- b. The parties agree that a schedule described above will be deemed to be adopted automatically if, in accordance with this agreement, the Union allocates or reallocates a portion of the wage and fringe benefit package sufficient to cover fully any increases in the contribution rates to the NPF under that schedule and this allocation takes effect no later than the date specified in that schedule. The Union shall have the sole right to allocate, at any time during the term of this agreement, such amounts from the wage package to increase the contribution rates to the amount required for one of the schedules provided by the NPF. In the event that the Union so allocates, it will promptly notify the NPF and the Employer and supply any documentation which the NPF may require.
- c. 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.
- d. If the NPF requires any contributions or payments of any kind that are in excess of these amounts, or if additional payments or contributions of any kind are required by law to be paid by the Employer, same will be deducted from the overall negotiated Wage Package including the base wage, if necessary provided that the Employer has remained in strict compliance with any relevant schedule issued under NPF's Rehabilitation

Plan, ERISA and related regulations. For example, in the event the employer assessments (e.g. surcharges) or excise taxes are required to be paid to the NPF (or the IRS in the case of an excise tax) for work performed under this Labor Agreement, the Employer shall be entitled to make an equal offset to the taxable base rate. As an example, if the Employer is required to pay an assessment of 10¢ per hour to the National Pension Fund, the Employer shall deduct an equal amount from the employee's taxable base pay. The Union shall not reduce or eliminate contributions to the NPF if it could trigger withdrawal liability or excise taxes for the Employer.

Section 19. The Employer acknowledges its obligations under federal and applicable Texas laws to provide (i) reasonable unpaid breaks for female employees to express breast milk for a nursing child for up to twelve (12) months, and (ii) a place, other than a bathroom, that is shielded from view and free from intrusion by coworkers or the public, which may be used by female employees for this purpose.

ARTICLE IX - CONDITIONS

Section 1. Journey person, apprentices, pre-apprentices, and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools, however, the Employer shall provide special tools when required and necessary for safe fiberglass fabrication and installation.

* PAT's are to acquire the indicated tools within two weeks of employment. The Union and Employer have established a standardized tool list as follows:

1. sheet metal hammer *
2. screw drivers *
3. pop-rivet tool
4. tongs *
5. crimping tool
6. bull dog snips
7. right *, left *, straight, & bulldog aviation snips

8. 25' tape measure *
9. drift pin
10. vise grips
11. "C" grips (two each)
12. horse shoe nippers (drive pullers)
13. calculator
14. plumb-bob
15. chalk line
16. end wrench set 7/16, 1/2, 9/16
17. sheetrock hand saw
18. hack saw
19. edge scribe
20. knife
21. side cutter pliers *
22. tool pouch
23. whitney jr. 5 punch w/dies
24. 1/2 & 5/16 nut driver
25. adjustable square
26. scratch awl
27. dividers
28. tool box *

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

b. Journeyperson, apprentice and classified sheet metal workers covered by this Agreement shall be allowed one move between jobs during working hours using their own

transportation if they are moved because the job is completed, with the understanding that they shall be paid mileage as per the Agreement and shall be paid for the time spent in transit. Classified workers to be allowed one (1) job mover per day when using their own transportation.

Section 3. Each Employer shall have a shop and job Foreperson designated and he shall be paid a sheet metal Foreperson's wage.

The Foreperson will be the only representative of the Employer who shall issue instructions directly to the Journeyperson. However, this shall not restrict the right of the Employer to issue instructions to any employee; or to deny the Employer (Owner) the right to act as the first Foreperson, provided he is a qualified sheet metal worker.

Section 4. No member of any firm shall be allowed to handle tools, unless one (1) or more Journeyperson are employed by the firm. Only one member of the firm will be allowed to handle tools at any time in the shop only.

Section 5. Any Employer party to the Agreement is to be a qualified Sheet Metal Contractor and maintain a business other than a residence and regularly employ one or more Journeyperson sheet metal workers. In order to qualify as a Sheet Metal Contractor such Employer agrees to supply and maintain the minimum health and comfort standards necessary to produce proper working conditions. Such health and comfort standards shall be set up by the Joint Adjustment Board as set forth in Article X, Section 2 of this Agreement and will be subject to review and change by such Board.

Section 6a. The Union may appoint shop or job steward who shall be a working employee who shall, in addition to his work as a Journeyperson, be permitted to perform during working hours, such of his Union duties as cannot be performed at other times.

- b. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow stewards a reasonable amount of time for the performing of such duties. The Union shall notify the Employer of the appointment of each steward.
- c. Stewards shall observe conditions of employment and conduct of members to the end that the duties and obligations of members and the provisions of this Agreement shall be complied with, and shall assist, whenever possible, in adjusting minor differences or misunderstandings which arise regarding the interpretation or application of the provisions of this Agreement in connection with the employment of members in shops or on jobs. Stewards shall not be discriminated against by the Employer in the performance of the duties herein stated.
- d. Hall will be notified the same day if a job steward is terminated.

Section 7. The Union may publicize and submit to the Employer the names of firms and companies in agreement with local Unions affiliated with SMART who manufacture products bearing the Union label of Sheet Metal Workers International Association.

Section 8. The Union shall cooperate with the Employer in all matters for the betterment of the Industry, realizing that the best working conditions for its members depend on a prosperous industry.

Section 9. The need for employees to consume beverages is recognized, therefore each employee may consume coffee or a non-alcoholic beverage at his/her work station. In the event of a 10-hour work day, a 15 minute break will be allowed. Specified break may not be added to lunch or used to leave work early. Each jobsite will schedule a set tim for the scheduled break.

Section 10. Whenever the general contractor does not provide drinking water at a field worksite, the Sheet Metal Contractor will provide such water and sanitary drinking cups for his employees.

Section 11a. In order to maintain proficiency and currency in the sheet metal industry all Journey person will be encouraged to complete sixteen (16) hours of continuing education annually under supervision of the Joint Apprenticeship and Training Committee.

- b. A Joint Labor Management Committee will be created to develop a continuing education program for Journey person and a recruiting program for apprentices and Journey person.

Section 12. When employees report to job sites in areas where parking is not available, except for paid areas or lots, and transportation is not provided by the Employer from a non-paid parking area to the job site, then Employer will provide such employees with a parking allotment. Such allotment will be paid for periods accrued along with payment and expenses as provided in Section 9 of Article VIII-Wages and Benefits. If transportation is provided from a non-paid parking area, then travel time will be of a reasonable nature and will be reviewed on a job-by-job basis as needed.

Section 13. It is understood that a 30-minute unpaid lunch break is to be had in the middle of the day. Enough time will be allowed to reach the designated lunch / break area and will not be taken away from the 30 minutes stated above.

Section 14. No cell phone usage is allowed on jobsites outside of supervision to help increase productivity. Emergency contact numbers will be provided for workers on each jobsite. Phones may be used at designated lunch/break areas.

ARTICLE X - GRIEVANCE PROCEDURE

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.

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. The grievance procedure set forth in this Article applies only to labor-management disputes.

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

Notices of appeal to the LJAB 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 (NJAB) and one (1) representative appointed by the Management Co-Chairman of the NJAB. Appeals shall be mailed to the NJAB. *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 LJAB 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 NJAB.

Section 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the NJAB. Submission shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the NJAB shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article.

The Procedural Rules of the NJAB are incorporated in this agreement as though set out in their entirety. (Copies of the procedures may be obtained from the NJAB.)

Section 5. A LJOB, Panel and the NJAB 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 LJOB, Panel or the NJAB, 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 NJAB 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) representatives, or both, notice to that effect shall be given to the NJAB.

If the Co-Chairmen of the NJAB believe the dispute might be adjusted without going to final hearing before the NJAB, 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 NJAB shall be promptly so notified without recommendation from the panel representatives. Should the Co-Chairmen of the NJAB 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 NJAB.

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 NJAB in the event a subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by the NJAB. 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 NJAB 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 NJAB at least twenty-four (24) hours in advance of the hearing.
- c. The NJAB 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 NJAB 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 NJAB, 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.

ARTICLE XI - APPRENTICES

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee (JATC) composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said 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 JATC designated herein shall serve for the life of this Agreement, except that vacancies in said Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Committee. The parties will review the needs of specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the JATC.

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 Journeyman who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a

Scholarship Loan Agreement Program which will require apprentices and Journeyman employed by signatory Employers to repay the cost of training either by service following training within the Union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. The parties recognize that if the 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 JATC and it shall grant apprentices on the basis of one (1) apprentice for each three (3) Journeyman 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. All applicants for apprenticeship shall meet the requirements set forth in the Sheet Metal Workers Local Union No. 67 Area Joint Apprenticeship Training Standards as approved by the Bureau of Apprenticeship and Training of the U.S. Department of Labor. Each apprentice shall serve an apprenticeship of four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a Journeyman until apprenticeship terms have been completed and they have qualified as Journeyman.

Section 6a. A graduated wage scale for apprentices is established at the percentages of the Journeyman base wages as indicated on the wage chart (Appendix I)

- b. Contributions to the various fringe benefit funds covered by Section 12 through 15 of Article VIII (including SASMI) will be paid for each apprentice. See Wage Chart (Appendix I)
- e. The parties mutually agree to rotate apprentices through work areas to encourage well rounded craftsmen.
- e. JATC contributions will be remitted to the 3rd Party Administrator beginning October 1, 2019. (Contributions will continue to be remitted to Local 67 until October 1, 2019)

Section 7a. MCA-SMACNA of San Antonio will pay for the JATC graduation banquet up to \$4,000 per year.

- b. MCA-SMACNA of San Antonio will pay for JAT Committee Holiday dinner up to \$600 per year.

ARTICLE XII - PRE-APPRENTICES

Section 1a. It is hereby agreed that the Employer may apply to the Local Joint Apprenticeship and Training Committee and that Committee shall grant pre-apprentices on the basis of one pre-apprentice for each apprentice employed by the Employer. Provided, however, that an Employer who employs one or more apprentices and at least three sheet metal Journeyman shall be entitled to at least one 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 apply. Priority of employment shall be afforded to Journeyman and apprentices, and during any reduction in force, pre-apprentices will be released prior to the release of any Journeyman or apprentice and conversely when rehiring, the Journeyman and apprentice shall be hired prior to any pre-apprentice.

- b. 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 two business days, the Employer may hire such employees and refer them to the JATC for enrollment.
- c. Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The JATC shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one year unless he has been found to be qualified as an applicant.
- d. The minimum wage scale of pre-apprentices shall be 45% of Journeyperson base wage per hour. Health and welfare coverage and overtime shall be the same as that for Journeyperson and apprentices. Pre-apprentices shall contribute \$0.08 per hour to the JATC program. (See Wage Chart, Appendix I) Pension contributions will be paid on all hours worked beginning with the first payroll period after ninety (90) days of employment in the amount of 5% of the Journeyperson pension contribution per hour for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage.

Section 2a. Pre-apprentices will work only under direct supervision of a Journeyperson when working with tools of the trade.

- b. Pre-apprentices working as laborers may work alone.

ARTICLE XIII - CLASSIFIED WORKERS

Section 1. Classified workers may be employed in the following ratio; one (1) classified worker for every three (3) Journeyperson.

Section 2. Classified workers may perform any work covered by Article 1 of which they are capable and will work under the general direction of a Journeyperson. The wage rate for classified workers will be not less than forty (40) percent of the Journeyperson wage rate. Benefits paid on behalf of each Classified Worker shall be paid at the full Journeyperson rate, except for the National Pension Fund contributions which shall be paid at rates equal to their wage pro-ration. (See wage chart, appendix I)

Section 3. 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 two business days, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XIV – MANAGEMENT RIGHTS

The right of management to control operations, including, but not limited to, the direction of work forces, promotion, demotion, discharge for cause, and the right to relieve employees from work because of lack of work, are vested solely and exclusively in the Employer. Subject to the provisions of this Agreement, the Employer has full control of matters relative to the management of personnel and the conduct of business operations. The Employer further has the right to study and/or introduce new and improved methods of operations.

ARTICLE XV – SHEET METAL INDUSTRY BOARD

The Employer and Union are committed to promoting productive and cooperative labor management relations. In furtherance of this goal, the Employer and Union agree to establish a Sheet Metal Industry Board which shall meet on a regular basis, but not less than quarterly, to discuss industry issues of mutual concern. This board will strive to improve communications, understand and respond to industry directions and trends, and resolve common issues collaboratively.

ARTICLE XVI -DURATION AND TERMINATION

Section 1. This Agreement with Appendix I, II and Addenda A, B, C, D, E, attached hereto shall become effective on the 1st day of April, 2023 and remain in full force and effect until the 31st day of March, 2026 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences related 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. The Union agrees that during the life of this Agreement, if the Union negotiates a construction and/or erection Agreement with an Employer not a party to this Agreement covering the same type or character of work in the same territory at a wage scale less than those stipulated in this agreement, then in such event, such lower wage scale or conditions and terms shall accrue to the benefit of Employer party to this Agreement, and shall automatically become part of this Agreement, providing the Union does not correct such conditions within thirty (30) days from the time of notice of such in writing by the Employer.

Section 4. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations any party to this Agreement, upon 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 thereof. There shall be no strike or lockout over this issue.

Section 5. 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 extension, modification or amendment to this Agreement.

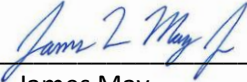
Section 6. By execution of the Agreement the Employer authorizes the Collective Bargaining Unit of the MCA-SMACNA of San Antonio to act as its collective bargaining representative for all matters related to this agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 120 days prior to the current expiration date of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 10th day of November, 2023.

This standard form of union agreement has provided for the inclusion of pre-apprentices. The purpose of this is to make contractors more competitive with nonunion competition. To achieve that objective Employers agree to minimize multiple markups.

By  _____

Stoney Glass
SM Collective Bargaining Chair for
MCA-SMACNA of San Antonio, Inc.

By  _____

James May
Business Manager
SMART Local 67

The parties acknowledge the following appendices and addenda to be a part of this agreement:

- | | |
|-------------|---|
| Appendix I | Wage Chart |
| Appendix II | NPF Contribution Schedule |
| Addendum A | Alcohol, Drugs and Controlled Substances |
| Addendum B | Work Recovery |
| Addendum C | Work Preservation |
| Addendum D | Working Assessment |
| Addendum E | “Memorandum of Understanding-Crew Ratios” |
| Addendum F | Code of Excellence |

ADDENDUM A
ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES

I. POLICY

Section 1. To ensure a safe, productive work environment at all Employer facilities and to safeguard Employer property, the Employer strictly prohibits the use, sale, purchase, transfer, receipt, or possession of alcohol, drugs, or controlled substances on any Employer premises. Employer vehicles as well as private vehicles parked on Employer premises are locations included within this prohibition. In addition, the Employer strictly prohibits any employee being at work under the influence of alcohol, drugs, or controlled substances or inhalants.

Section 2. a. Within the meaning of this policy, "under the influence" is defined as being in a physical or mental condition rendering the individual unable to perform one or more job duties in a productive manner without risk to the safety and well-being of the individual, other employees, the public, or Employer property, due to the introduction of any substance into the body.

b. A "controlled substance" is defined as any substance, chemical or agent the use, possession, or sale of which without valid doctor's prescription has been declared illegal by state or federal law.

Section 3. Any employee performing Safety-Sensitive Functions taking a drug or other medication, whether or not prescribed by the employee's physician for a medical condition, which is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner must notify his or her superior or other management official prior to starting work. Such notification should be in writing on the form attached hereto as Annex "I". The supervisor or management official will decide if the

employee can remain at work and what work restrictions, if any, are deemed necessary.

Section 4. When shown a positive test result that a workplace problem may be arising out of an employee's relationship with alcohol, drugs, controlled substances or inhalant abuse this may warrant a variety of management responses including referral for treatment, testing, disciplinary action, or even termination of employment.

Section 5. The Union is not responsible for ascertaining or monitoring the alcohol or drug free status of any employee or applicant for employment.

II. TESTING

Section 6a. The SMART/SMACNA Joint Alcohol and Substance Abuse Committee regard blood/urine testing as problematic and do not advocate reliance on such procedures to identify individuals with a chronic alcohol/chemical dependency. Certain circumstances support blood/urine testing for alcohol, drugs and controlled substances as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:

1.) Post-Offer, Pre-Employment Screening. The screening of new prospective employees may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites of the employment offered.

2.) Probable Cause. Substance (drug and/or alcohol) testing may be implemented when there is "probable cause". Probable cause shall be defined as those circumstances based on objective evidence of the employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol, drugs or a controlled substance. Examples of objective

evidence include signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.

3.) Work Opportunity Mandated Testing: In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on or to perform a project, testing may be implemented but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.

4.) Random Testing: All employees working for an Employer shall be pooled for the purpose of random drug abuse testing. The random selection process must be open to review by the Union.

5.) Post Accident Testing: Drug and/or alcohol testing will be required for employees having involvement in, or cause of, an accident or incident which causes or could have caused personal injury or damage to equipment or property as part of post-accident investigation provided the policy is equally applied to all employees.

6.) Three Year Mandate: An employee will be selected for drug testing in the event he/she has not been tested in the preceding three years.

- b. Whenever testing is utilized it shall be accomplished through dignified and humane procedures insuring complete confidentiality of specimen custody and test results. The Employer (or JATC) and Union shall be notified only of the positive or negative results of the tests.

- c. In all instances, tests shall be conducted utilizing a five panel, Department of Transportation (DOT) look-alike screen. Specimen collection and handling will be a chain of custody collection in compliance with standards set forth by the Department of Health and Human Services (i.e., photo ID, washing of hands, temperature check, blue toilet water, etc.) Analysis of the specimen will occur in a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory, formerly known as NIDA, which will employ Gas Chromatography/Mass Spectrometry (GC/MS) confirmation of all specimens screened positive on the immunoassay screen (EMIT). The services of a certified medical review officer will be utilized on all tests and a medical review officer's confirmation will be required for all positive results.
- d. Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this policy statement. This drug testing program shall not diminish the rights of individual employees under state and/or federal laws related to drug testing.
- e. Employees who test positive are subject to referral for treatment as described in Section 7 below, disciplinary action or termination from employment.

III. TREATMENT

Section 7. Alcohol, drug and controlled substance abuse is recognized as a treatable illness. The desired result is rehabilitation.

Should any employee voluntarily request assistance, he shall be placed on a leave of absence without pay for up to ninety (90) calendar days for the purpose of enrollment in such program. Any employee volunteering for such program shall in no way be discriminated against or subject to discipline as a result of his volunteering for such program. The request of the employee in this

regard shall be kept confidential. An employee returning from a leave of absence must supply the Employer with evidence from the program that he/she has successfully completed the requirements of the program. Upon return to work, employee shall retain all rights of employment, including but not limited to seniority. Time spent on leave of absence shall not be considered work time for purposes of continued accumulation of benefits provided elsewhere in this agreement. An employee shall be entitled to only one (1) leave of absence and, if a leave is granted pursuant to the terms of this Addendum of this Agreement, the employee agrees upon return to submit to a blood and/or urine screen to determine the existence of foreign substances and/or alcohol within the system. If the employee successfully passes such examination and no foreign substances are found within his/her system, he/she shall be subject to no further examination, except as provided for in Section 6a above.

EMPLOYER HEADING

EMPLOYEE MEDICATION NOTIFICATION

(Only for employees performing Safety-Sensitive Functions)

(Instructions to Employee: If you are currently taking or having recently taken any prescription or over the counter drugs or medication that may impair your ability to safely perform your job duties, please list those drugs and/or medications below, because any test may indicate your use of such drugs or medication.)

1. Medication(s): _____

2. Date(s) of Prescription(s): _____

3. Name of Doctor Prescribing: _____

4. Physical Condition requiring Drug Usage: _____

5. Any Other Reason a Test May Indicate Drug or Alcohol Usage:

Date

Employee's Signature

(SAMPLE)

ADDENDUM B WORK RECOVERY

Section 1. Scope a. In order to recover as much work as possible for employees, the following conditions are available to the Employer when bidding in highly competitive markets. Member ratio for this scope and type of work is 1 Journey person to 4 apprentices (first consideration), 4 pre-apprentices and 4 classifieds.

- 1) Schools
- 2) Commercial work up to 400,000 square feet
- 3) Office buildings 400,000 square feet
- 4) Apartment complexes and condominiums

The purpose of this work recovery discussion is to try to arrive at a crew rate that will be competitive for this type of work.

- a. Section 2. Work Rules Reference Article VIII.
- b. This addendum will remain effective until the termination of this agreement or until work bid during this time is completed.
- c. No Employer which is a dual-shop shall be allowed this addendum.

Section 3. Work covered under this addendum will be either eligible for crew ratios described above or Market Recovery funds.

ADDENDUM C

WORK PRESERVATION

- Section 1. a. A "dual shop employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area, inferior to those prescribed in the agreement of the sister local Union affiliated with SMART AFL-CIO in that area.
- b. An Employer is also a "dual shop 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-subsidary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operated in another area, inferior to those prescribed in the agreement of the sister local Union affiliated with SMART, AFL-CIO in that area.

Section 2a. 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 "dual shop 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 become a "dual shop employer". Failure to give

timely notice of being or becoming a "dual shop employer" shall be viewed as a violation of the reporting obligation of this agreement.


- b. In the event any Employer signatory to or bound by this Agreement shall be found in violation of the reporting obligation of this agreement 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.

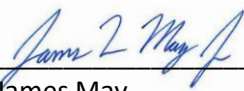
ADDENDUM D
THE SAN ANTONIO WORKING ASSESSMENT
MEMORANDUM OF UNDERSTANDING

It is understood by all parties that the San Antonio Working Assessment, as mandated in Resolution 78, as defined in the Appendix to the SMART Constitution and Ritual 2014, will continue throughout the entire term of this contract.

Sheet Metal Collective
Bargaining Unit of
MCA-SMACNA of San Antonio

International Association of
Sheet Metal, Air, Rail, and
Transportation Workers
Local Union No. 67

By  _____
Stoney Glass
SM Collective Bargaining Chair for
MCA-SMACNA of San Antonio, Inc.

By  _____
James May
Business Manager
SMART Local 67

Date: November 10, 2023

Date: November 10, 2023

ADDENDUM E
“Memorandum of Understanding-Crew Ratios”

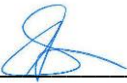
It is agreed that there shall be a 2-1-1-1 ratio of Journeyperson to Apprentices to PATs to Classified Workers on crew composition for the period of 48 months beginning April 1, 2023 through March 31, 2026. It is also agreed that after Journeyperson the crew make up when possible will use Apprentices first, then pre-apprentices and classified. This agreement shall apply to all counties listed in the San Antonio Collective Bargaining Agreement and will apply to all types of work in the Sheet Metal Industry.

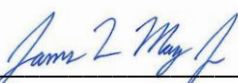
With the exception of Addendum B – Work Recovery, any crew composition ratios referenced or implied elsewhere in the body of this CBA shall be overridden by this “Memorandum of Understanding- Crew Ratios

Upon the expiration of this memorandum, either party may cancel the terms contained herein upon immediate notification in writing.

Sheet Metal Collective
Bargaining Unit of
MCA-SMACNA of San Antonio

International Association of
Sheet Metal, Air, Rail, and
Transportation Workers
Local Union No. 67

By  _____
Stoney Glass
SM Collective Bargaining Chair for
MCA-SMACNA of San Antonio, Inc.

By  _____
James May
Business Manager
SMART Local 67

Date: November 10, 2023

Date: November 10, 2023

ADDENDUM F

“Code of Excellence”

WHAT IS THE CODE OF EXCELLENCE POLICY

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

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

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

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

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

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

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

CODE OF EXCELLENCE PROGRAM DESIGN COMPONENTS

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

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

1. Commitment – The Code of Excellence Program requires a commitment by the local union at every level of leadership, with membership acceptance, to abide by the responsibilities stated within the program.
2. Business Manager – The Business Manager or his/her designee is empowered to address workplace issues with members and to

communicate to employers the individual workplace needs requiring management involvement.

3. Member Professionalism – SMART members have a responsibility to their union and fellow members to present themselves and represent their local union in a professional manner. This includes meeting employer and end-user expectations about the work we perform.

4. Member Responsibility – It is incumbent upon each member to assist each other in meeting our Code of Excellence Standards.

5. Consequences – Members must clearly understand the consequences if we fail to meet the customer's needs. Our ability as a union to ensure good wages and working conditions is directly related to our ability to perform.

IMPLEMENTATION OF THE CODE OF EXCELLENCE

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

1. Presentation to all Local Union Leadership – The program shall be presented by a SMART International Representative to the officers and leaders of the local union.

2. Adoption by Officers – Local union officers and leadership shall discuss the provisions of the program and develop necessary local provisions for inclusion into the document. After adoption by the Officers, the local union leadership then commits through a recommendation by the local union Executive Board that implementation of the Code of Excellence Program be adopted by the full membership.

3. Adoption by Membership – Following adoption by local union leadership, the program is presented to local union membership for adoption.

4. Local Officers and Leadership Training – Upon request of the local union, the International will assist in training local union leadership on the goals and implementation of the program.

5. Presentation to Local Union Membership – Presentations will be provided to the membership by the local union with assistance from the International. Through this process, the expectations necessary to achieve the acceptable level of professionalism and productivity for each SMART member will be discussed and defined.

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

SMART MEMBERSHIP COMMITMENT

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

SMART RESPONSIBILITIES

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

Our responsibilities include the following:

Working Time

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

Safety

- Safety, being a primary concern for both our members and contractors, members shall meet their obligation to perform work safely and effectively, following employer and industry established rules.
- Members will meet their contractual and personal responsibility to utilize proper safety equipment and safety methods.
 - Members will participate in OSHA 10/30 courses as offered by the local union when required by their collective bargaining agreements.

Tools

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

Fitness for Duty

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

- Members shall respect the property of the contractor and end-users, and graffiti and other forms of destruction and waste will not be tolerated.
- Members shall respect all legal facility rules of the client and/or end-user.
- Activities which cast the International Association or the local union in disrepute shall not be tolerated.
- Any inappropriate behavior toward another member or group of members shall not be tolerated.
- Inappropriate behavior toward customer representatives or employer representatives shall not be tolerated.
- The goal of the SMART Code of Excellence Program is to promote professionalism within the total membership of SMART and a sense of pride in our membership.

EMPLOYER RESPONSIBILITIES

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

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

of employees to perform the work efficiently and, conversely, to limit the number of employees to the work at hand.

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

MEMBERSHIP DISPUTE RESOLUTION CRITERIA

The success of the Code of Excellence Program is dependent upon the acceptance and understanding by each member of the scope of their responsibilities as established within the program. It must be understood that a truly successful workplace environment can only be achieved by participation of both SMART and the Employer in meeting their responsibilities. The union's role is to address with its members any individual problems that are brought to its attention to ensure the union's obligation to live up to the promise of providing a skilled and professional workforce to the employer and the end user is maintained and improved.

UNION RESPONSIBILITIES

- The Business Manager or his/her designee will work with members through a process of mentoring to correct and solve problems related to job performance.

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

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

1. Refusal of jobs or unavailable (no returned call) upon call from the dispatcher for work shall upon the third violation result in removal from the out of work list and placement in the “inactive file.”
2. Not showing for work when dispatched, which shall be deemed to be a violation of the Constitution, and may subject the member to local union charges and trials.
3. Acceptance of employment or job under false pretenses, such as no adequate skills for the job, which shall also be deemed a violation of the Constitution, and may subject the member to local union charges and trials.
4. Conduct resulting in termination by an employer for cause, which shall be documented upon the attached form which is to be supplied by the local union. If the employer indicates that a

terminated employee is not eligible for rehire, such designation shall be honored by the dispatch office for a minimum of 180 days. Provided that, if the local union determines to process a grievance contesting such a termination, such termination shall not be considered as being for cause until a Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedures negotiated by the local parties) determines that such termination was for cause, or the grievance process is otherwise completed without invalidating the termination.

The Business Manager and/or his/her designee, as well as the employer, must endeavor to correct performance problems with individual members at the workplace, so that their performance meets the standards of the Code of Excellence Program. However, there will be instances where the local union ultimately must withhold contractual referral privileges from those members that have demonstrated that they are either unwilling, or incapable, of meeting acceptable standards of workplace behavior. In such circumstances, employers have a reciprocal obligation to terminate employees for cause, rather than merely laying them off, so that such employees are not simply referred for employment with another employer. A disciplinary action plan shall be implemented which establishes a "Three Strikes Policy" for violation of the Code of Excellence Program provisions. Such plan shall provide that, in any case where there are three separate instances within a 24-month period where the employee has been convicted of constitutional violation under points 2 or 3 or has been subject to termination under point 4, in any combination, the member's referral privileges shall be suspended indefinitely.

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

terminate the suspension when it determines that the underlying causes for the suspension have changed so that the member deserves to be restored to referral privileges

SMART CODE OF EXCELLENCE PROGRAM
SMART Local 67

Name: _____

Address: _____

Last 4 Digits of Social Security Number: _____ **Termination Date:** _____

Employee Classification: _____

Lay-Off

Reduction of Force

Discharge

Not Qualified

Absenteeism

Dates: _____

Not-Productive

Insubordination (Explain)

Misconduct (Explain)

Voluntary Quit

To Take Another Job

To Seek Another Job

Leaving Area

Sickness

Other (Explain)

Employer: _____

Employee Signature: _____ **Employer Signature:** _____

Date: _____ **Date:** _____

Explanation: _____



SHEET METAL LOCAL #67 WAGE SHEET

Effective April 1, 2023 - March 31, 2024

Per San Antonio Contract April 1, 2023 through March 31, 2026

Appendix I

Hourly Wage	Deductions				Fringes paid by Employer										Total Package
	Vacation Deduct from Base Wage	Per-Capita Working Assessment	Working Assessment 1% of Gross Wage	Weekly Dues	National Pension Fund	National Health & Welfare	Local Apprentice Training	ITI / NEMI	Industry Fund	SMOHI	SASMI 3% Paid on Basic Wage, Pen & H&W	Total Fringes			
Journeyman Basic Wage*	\$ 29.48	\$ 1.30	\$ 0.20	\$ 0.29	\$ 39.00	\$ 9.54	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.31	\$ 16.67	\$ 46.15	
Foreman 1 (2-7)	\$ 32.23	\$ 1.30	\$ 0.20	\$ 0.32	\$ 39.00	\$ 9.54	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.31	\$ 16.67	\$ 48.90	
Foreman 2 (8-16)	\$ 33.48	\$ 1.30	\$ 0.20	\$ 0.33	\$ 39.00	\$ 9.54	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.31	\$ 16.67	\$ 50.15	
Foreman 3 (17-24)	\$ 34.83	\$ 1.30	\$ 0.20	\$ 0.35	\$ 39.00	\$ 9.54	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.31	\$ 16.67	\$ 51.50	
Lead Man	\$ 30.73	\$ 1.30	\$ 0.20	\$ 0.31	\$ 39.00	\$ 9.54	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.31	\$ 16.67	\$ 47.40	
Apprentice 1st Year 55%	\$ 16.21	\$ 1.00	\$ 0.20	\$ 0.16	\$ 22.75	\$ 5.25	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.78	\$ 11.85	\$ 28.06	
Apprentice 1st Year 60%	\$ 17.69	\$ 1.00	\$ 0.20	\$ 0.18	\$ 24.25	\$ 5.72	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.84	\$ 12.38	\$ 30.07	
Apprentice 2nd Year 65%	\$ 19.16	\$ 1.00	\$ 0.20	\$ 0.19	\$ 25.50	\$ 6.20	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.90	\$ 12.92	\$ 32.08	
Apprentice 2nd Year 70%	\$ 20.64	\$ 1.00	\$ 0.20	\$ 0.21	\$ 27.00	\$ 6.68	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.96	\$ 13.46	\$ 34.09	
Apprentice 3rd Year 75%	\$ 22.11	\$ 1.00	\$ 0.20	\$ 0.22	\$ 28.25	\$ 7.16	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.02	\$ 13.99	\$ 36.10	
Apprentice 3rd Year 80%	\$ 23.58	\$ 1.00	\$ 0.20	\$ 0.24	\$ 29.75	\$ 7.63	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.07	\$ 14.53	\$ 38.11	
Apprentice 4th Year 85%	\$ 25.06	\$ 1.00	\$ 0.20	\$ 0.25	\$ 31.00	\$ 8.11	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.13	\$ 15.06	\$ 40.12	
Apprentice 4th Year 90%	\$ 26.53	\$ 1.00	\$ 0.20	\$ 0.27	\$ 32.50	\$ 8.59	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.19	\$ 15.60	\$ 42.13	
Classified 45%	\$ 13.27	\$ 1.00	\$ 0.20	\$ 0.13	\$ 30.50	\$ 4.29	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.66	\$ 10.78	\$ 24.04	
Classified 50%	\$ 14.74	\$ 1.00	\$ 0.20	\$ 0.15	\$ 30.50	\$ 4.77	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.72	\$ 11.31	\$ 26.05	
Classified 55%	\$ 16.21	\$ 1.00	\$ 0.20	\$ 0.16	\$ 30.50	\$ 5.25	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.78	\$ 11.85	\$ 28.06	
Classified 60%	\$ 17.69	\$ 1.00	\$ 0.20	\$ 0.18	\$ 30.50	\$ 5.72	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.84	\$ 12.38	\$ 30.07	
Classified 65%	\$ 19.16	\$ 1.00	\$ 0.20	\$ 0.19	\$ 30.50	\$ 6.20	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.90	\$ 12.92	\$ 32.08	
Classified 70%	\$ 20.64	\$ 1.00	\$ 0.20	\$ 0.21	\$ 30.50	\$ 6.68	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 0.96	\$ 13.46	\$ 34.09	
Classified 75%	\$ 22.11	\$ 1.00	\$ 0.20	\$ 0.22	\$ 30.50	\$ 7.16	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.02	\$ 13.99	\$ 36.10	
Classified 80%	\$ 23.58	\$ 1.00	\$ 0.20	\$ 0.24	\$ 30.50	\$ 7.63	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.07	\$ 14.53	\$ 38.11	
Classified 85%	\$ 25.06	\$ 1.00	\$ 0.20	\$ 0.25	\$ 30.50	\$ 8.11	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.13	\$ 15.06	\$ 40.12	
Classified 90%	\$ 26.53	\$ 1.00	\$ 0.20	\$ 0.27	\$ 30.50	\$ 8.59	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.19	\$ 15.60	\$ 42.13	
Classified 95%	\$ 28.01	\$ 1.00	\$ 0.20	\$ 0.28	\$ 30.50	\$ 9.06	\$ 4.60	\$ 0.78	\$ 0.15	\$ 0.27	\$ 0.02	\$ 1.25	\$ 16.13	\$ 44.14	
PAT Minimum 45%	\$ 13.27		\$ 0.20		**	\$ 0.48	\$ 4.60	\$ 0.12	\$ 0.15	\$ 0.27	\$ 0.02		\$ 5.64	\$ 18.90	

Wage increase, SASMI and Health and Welfare Increases must be paid retroactively from April 1, 2023.

Beginning 7/1/2023 Per-Capita Working Assessment will increase to \$0.20 per the IA.

Beginning 6/1/19 Window Dues will be withheld from members checks. Dues will be remitted to Local 67 and must be postmarked by the 10th of the month for the previous month

Effective 4/1/23 In order to receive the current Journeyman Basic Wage, the new member must have OSHA-30 Hour training within one year of hire.

Any member who has not completed the OSHA-30 Hr will be paid at \$27.89 per hour until they complete the required training.

*National Pension Fund is not effective on PAT's until after 90 Days of Employment. After 90 Days amount withheld is 5% of Journeyman Pension Rate

PAT Dues are 2% of gross wage, starting on the second month. \$50 Initiation Fee to be withheld from the first check of all PAT's

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

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