

AGREEMENT

BETWEEN



LOCAL 3

AND

«Employer»
Sioux City Area Contractors

Effective May 1, 2024
Expires April 30, 2027

TABLE OF CONTENTS

PREAMBLE 1

JURISDICTION 1

ARTICLE 1 SCOPE OF WORK 1

ARTICLE 2 SUBCONTRACTING 1

ARTICLE 3 SPECIFIED ITEMS 1

ARTICLE 4 FURNISHING SHEET METAL WORKERS 2

ARTICLE 5 UNION MEMBERSHIP 2

ARTICLE 6 HOLIDAYS, HOURS OF WORK AND OVERTIME 2

ARTICLE 7 FREE ZONE, TRAVEL, TRANSPORTATION AND
SUBSISTENCE TIME 4

ARTICLE 8 PAYDAYS, PAY PERIODS, EMPLOYEE WORK RATES, WAGE RATES,
FRINGE BENEFITS 4

ARTICLE 9 HAND TOOLS 9

ARTICLE 10 GRIEVANCES, JOINT ADJUSTMENT BOARD PROCEEDINGS AND
NO STRIKE CLAUSE 9

ARTICLE 11 APPRENTICES 11

ARTICLE 12 LENGTH OF AGREEMENT 12

ARTICLE 13 RESOLUTION 78 13

ARTICLE 14 FOREMAN PAY 13

ARTICLE 15 HAND TOOLS/SAFETY TRAINING 14

ARTICLE 16 EQUAL OPPORTUNITY ACT 15

ARTICLE 17 LOCAL INDUSTRY/SAFETY FUND/SIOUX CITY CHAPTER 15

ARTICLE 18 STEWARDS CLAUSE 15

ARTICLE 19 RESPONSIBILITY OF CONTRACTOR & UNION UNDER ARTICLE 10, SFUA 16

ARTICLE 20 FRINGE BENEFIT GUARANTY BONDS 16

ARTICLE 21 JOURNEYMAN ASSISTANTS 16

ARTICLE 22 CONTRACTOR SECURITY 17

ATTACHMENT ARTICLE 12, SECTION 3 19

ADDENDUM I BUILDING TRADES INDUSTRIAL ADDENDUM 20

ADDENDUM II 21

ADDENDUM III INDUSTRIAL ADDENDUM 23

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

This Agreement entered into this 1st day of May 2024 by and between «**Employer**» hereinafter referred to as the Employer, and Local Union No. 3 of the **SMART, Sheet Metal, Air, Rail and Transportation Local 3**, hereinafter referred to as the Union, for Buena Vista, Cherokee, Clay, Dickinson, Emmet, Ida, Lyon, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, Woodbury Counties, Iowa; and Antelope, Boyd, Cedar, Dakota, Dixon, Holt, Knox, Pierce, Thurston, and Wayne Counties, Nebraska.

ARTICLE I Scope of Work

This Agreement covers the rates of pay, rules, and working conditions of all employees of the Employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems exhaust systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) metal roofing; and (e) all other work included in the jurisdictional claims of **SMART, Sheet Metal, Air, Rail and Transportation**.

ARTICLE 2 Subcontracting

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

Section 3. The above provisions shall not apply in situations whereby the sheet metal contractor has a chance to bid prime on a job. Under these conditions, the sheet metal contractor shall be allowed to use subcontractors other than sheet metal contractors who are not signatory to an agreement with a union and will not be caused to enforce the conditions contained in the above Section pertaining to rates of pay and working conditions for those individuals employed by the subcontractors.

ARTICLE 3 Specified Items

Section 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice, journeymen assistants shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union upon request with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

Section 2. Each employer may have one (1) employee who drives a truck, makes deliveries and does cleanup; and such employee will not be considered to be covered by this Agreement.

ARTICLE 4
Furnishing Sheet Metal Workers

Section 1. When the Employer needs additional journeymen and/or apprentice sheet metal workers, he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 2. The Employer shall notify **SMART, Sheet Metal, Air, Rail and Transportation** Local 3 business office prior to hiring any sheet metal workers. The Employer shall notify the Union of the number required, skills required, and reporting time and place. In hiring men the Employer shall be the sole judge of the number of men required, Employer reserves the right to request applicants by name who have either been employed by said Employer in the past or who possess special skills. All applicants shall be required to have a referral slip from the Union office before reporting for work.

ARTICLE 5
Union Membership

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

Section 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

Section 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 involve employees immediately upon compliance with such conditions.

Section 4. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

ARTICLE 6
Workday

Section 1 (a). The regular workday shall consist of ten (10) hours per day labor in the shop or on job site between 6:00 a.m. and 6:00 p.m., and the regular work week shall consist of forty (40) hours labor in the shop or on the job site beginning on Monday and ending on Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rates except as otherwise provided in this Article. All work performed outside the

regular working hours and performed during the regular work week shall be compensated for at one and one-half (1 1/2) times the regular rate except as provided for in this Agreement.

1 (b). The regular work week may be changed to a scheduled consecutive four (4) ten (10) hour days Monday through Thursday or Tuesday through Friday by mutual agreement of the Employer, employees and the Union (Steward).

1 (c). Work on retrofit, maintenance, or remodeling of existing buildings where its occupants operation prevents work from being performed during the regular work day, may be performed outside the regular work day. On work of this nature, the work week will be forty (40) hours per week paid at the regular straight time hourly rate Monday through Saturday with all work over ten (10) hours per day or forty (40) hours per week being paid at one and one-half (1 1/2) times the regular hourly rate.

1 (d). Employees shall provide transportation for themselves which will assure their arrival at the job site at the appointed starting time, and such employees shall not depart the job site to return home until the established quitting time.

1 (e). Employers shall notify a minimum of 48 hours for work requiring an overnight stay.

Section 2 (a). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as above, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid for as follows: two (2) times the regular rate.

Section 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible. It is recognized that emergency repair situations and service calls will occur after regular working hours when such notice cannot be reasonably given.

Section 4 (a). Shift work will be paid at the taxable portion of the regular hourly rate except as otherwise provided in this Agreement, plus fifteen per cent (15%) in home fabrication, shop, or in the field for eight (8) hours work between 4:30 p.m. and 1:30 a.m., provided three (3) or more consecutive nights are worked. Work continuing after 1:30 a.m. or after eight (8) hours shall be paid at one and one-half (1 1/2) times shift work rate Monday through Friday and otherwise it is to be in compliance with the work week as stated in Article 6, Section 1. Shifts extending into Saturday mornings shall be continued at the shift work rates stipulated herein until 1:30 a.m. and thereafter at one and one-half (1 1/2) times the shift work rate. Shift work performed on Sundays or holidays shall be paid at two (2) times the shift work rate.

4 (b). All personnel being assigned to shift work will be given a minimum of twenty-four (24) hours notice prior to starting time. If a night shift starts the same day of notification all hours worked that calendar date shall be paid at the overtime rate.

Section 5 (a). There shall be a ten (10) minute work break allowed two (2) hours after the start of the workday. An additional ten (10) minute work break will be allowed two (2) hours after the conclusion of the lunch period. Work breaks shall be taken at the location the employee is performing work, unless inclement weather or other factors require them to be taken elsewhere on the job site.

5 (b). In the event the work break interferes with a work process that would not be economically feasible to stop, the work break shall be taken as soon thereafter as practical.

5 (c). The work break described in Sections 5(a) and 5(b) above will be enforced by Local 3.

ARTICLE 7 Transportation

Section 1. When employed in a shop or on the job, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said

limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

Section 3. In addition to the regular rates of pay, employees hereunder shall receive mileage and/or subsistence on all jobs sixty-five (65) miles in radius from the main post office of Sioux City, Iowa.

Travel and Subsistence shall be as follows:

(a) Employer shall furnish all transportation outside of the sixty-five (65) mile radius (see Section 1) or pay employees furnishing transportation the current IRS rate per mile for each mile to and from the job which exceeds these sixty-five (65) miles free zone.

(b) Riding time will not be considered time worked for purposes of fringe benefit contributions and overtime. Riding time will be paid at straight time, based on the employee's hourly rate of pay, for time spent in travel beyond the free zone except that a minimum of five dollars (\$5.00) will be paid for any travel outside the free zone.

(c) When employees are required to stay out of town overnight, the Employer will pay expenses incurred for meals and lodging.

(d) Travel: Prefabrication, loading and unloading time shall not be included in travel time and shall be paid within the hours of normal work week set forth within the CBA. For additional explanation on travel, refer to Article 7 Transportation.

Section 4. The Business Manager will negotiate with the Employer on any particular job travel and subsistence allowances.

ARTICLE 8 Wages

Section 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union or perform any work specified in Article 1 of this Agreement shall be (see wage page) per hour except as hereinafter specified in Section 2 and 3 of this Article.

Section 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, 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 Sheet Metal, Air, Rail and Transportation, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

Ventilators

1. Louvers
2. Automatic and fire dampers
3. Radiators and air conditioning unit enclosures
4. Fabricated pipe and fittings for residential installations only
5. Mixing (attenuation) boxes
6. Plastic skylights
7. Air diffusers, grilles, registers
8. Sound attenuators
9. Standing S's and drives
10. Turning vanes

11. Chutes
12. Double-wall panel plenum
13. Angle rings

Section 4. The provisions of Section 2 of this Article shall not be applicable to the manufacture for sale to the trade or purchase of AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, and ventilating systems.

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

Section 6. When the Employer has any work specified in Article 1 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 SMART Sheet Metal, Air, Rail and Transportation, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the Local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that Local Agreement. If employees are sent into an area where there is no Local Agreement of the **SMART, Sheet Metal, Air, Rail and Transportation** covering the area, then the minimum conditions of the home Local Union shall apply.

Section 7. In applying the provision of Sections 2, 5 and 6 of this Article 8, 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(a). Welfare benefit contributions shall not be duplicated.

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

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

Section 8(b). When traveling sheet metal workers are temporarily employed outside the jurisdiction of their home local union, required contributions to the **401K** plan will be reciprocated as per **SMART, Sheet Metal, Air, Rail and Transportation Local #3's 401K** Summary Plan Description.

Section 9. Wages at the established rates specified herein shall be paid at or before quitting time on Friday of each week and no more than five (5) days' pay will be withheld. However, employees, when discharged or laid off shall be paid in full after all employer's equipment & material has been turned in.

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

Section 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker. The Employers may have owners, officers and/or partners of the Company performing said work.

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

12 (b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) (see wage page) per hour for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to IFUS, Sheet Metal Contractors of Iowa, 1454 30th, Suite 201, West Des Moines, Iowa 50266.

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

12 (d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12 (a) or for violations of other subsections of this Section may be processed by the **SMART, Sheet Metal, Air, Rail and Transportation** directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The arbitrator shall be selected by the co-chairman of the National Joint Adjustment Board. The arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the arbitrator is expressly limited to a determination of a deadlock issue under this Section (Article 8, Section 12) and no other.

Section 13 (a). Contributions provided for in Section 13 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for 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.

13 (b). The Employer shall pay the Sheet Metal Contractors of Iowa Industry Fund, 1454 30th, Suite 201, West Des Moines, Iowa 50266 (hereinafter referred to as Local Industry/Safety Fund), (see Article 17) per hour for each hour worked on or after the effective date of this Agreement. Payment shall be made monthly on or before the 15th day of the succeeding month.

The Employer shall pay the Sheet Metal Contractors of Iowa Industry/Safety Fund/Sioux City Chapter, 1454 30th, Suite 201, West Des Moines, Iowa 50266 (hereinafter referred to as Industry/Safety Fund/Sioux City Chapter), (see wage page) per hour for each hour worked on or after the effective date of this Agreement. Payment shall be made monthly on or before the 15th day of the succeeding month. (See Articles 15 and 17)

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

13 (d). Grievances concerning use of Local Industry Funds monies to which an Employer shall contribute for purposes prohibited under Section 13 (a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry/Safety Fund.

13 (e). In lieu of IFUS and Local Industry Funds, those monies per hour contribution will be paid to the Local Training Fund.

Section 14 (a). The Employers will contribute to the International Training Institute (iTi) for the Sheet Metal and Air Conditioning Industry (see wage page) per hour for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted to the office of the iTi as designated by the Trustees of the Fund, or for purposes of collection and transmittal through Sheet Metal Contractors of Iowa, 1454 30th, Suite 201, West Des Moines, Iowa 50266.

14 (b). Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, (see wage page) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal through Sheet Metal Contractors of Iowa, 1454 30th, Suite 201, West Des Moines, Iowa 50266.

If at any time during the period covered by this Agreement there is mutual agreement between the Sheet Metal and Air Conditioning Contractors National Association and **SMART Sheet Metal, Air, Rail and Transportation** to increase the contribution outlined in Article 8, Section 14, to the iTi, such increase in contribution shall be incorporated as a part of this Agreement.

14 (c). Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (see wage page) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the trustees of the Fund or for purposes of collection and transmittal through Sheet Metal Contractors of Iowa, 1454 30th, Suite 201, West Des Moines, Iowa 50266.

In the event that either NEMI, SMOHIT or both become optional programs and the parties hereto would have the option of no longer participating, these hourly contributions would be diverted to the Local Training Fund.

The parties agree to be bound by this Agreement and Declarations of Trust establishing said Fund and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said Agreement.

Section 15 (a). The Employers shall pay into the Indiana State Council of Roofers Health & Welfare Fund the sum of (see wage page) for each hour worked by all employees hereunder during the period covered by this Agreement.

15 (b). Said payments shall be subject to the provisions and conditions of said Indiana State Council of Roofers Health & Welfare Fund now in existence.

15 (c). Once during the lifetime of this Agreement, Local 3 may change their Health & Welfare Plan to another plan, upon notification to the Sheet Metal Labor Relations Council. If said change occurs, there shall be no additional financial responsibility on the administration's part of the contractor.

Section 16. The **Employer agrees to contribute to the Sheet Metal Workers International Pension Fund a portion of the Wage Package. The parties acknowledge receipt of the First Alternative Option, the Funding Improvement Plan and the NPF Trust Document. The Employer will increase its contribution rate on or before the date, and in the amounts, required in the First Alternative Options. (See Attached Current Wage Page for the Amount.)**

Section 17. Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust or fund covered in this Agreement under the provisions of the Pension Reform Act of 1974, the parties agree to request the trustees of that particular trust to reduce the benefits in order to correct such underfunding providing, however, that if such reduction is not accepted by the trustees of such trust within thirty (30) days or would be inadequate to correct the underfunding, or is not approved by the Secretary of Labor, the parties hereto shall meet and arrive at an Agreement for an immediate adjustment of the hourly wage rates in this Agreement, in order to correct such funding deficiency in such trust fund. In no event shall the total wage and benefit package be increased.

Section 18. Local Defined Contribution Plans - -

18 (a) Local **401K** Plan. The Employer agrees to contribute to the **SMART Sheet Metal, Air, Rail and Transportation, Local #3 401K**, as outlined in the Summary Plan Description; for each hour worked by Journeyman and 3rd and 4th year apprentices covered by this bargaining agreement. (See wage page). Payments shall be remitted to: **SMART Sheet Metal, Air, Rail and Transportation, Local #3 401K** Pension Fund as directed by the Fund Trustees. (See attached current wage page for the amount.)

18 (b). Journeyman, apprentices, Journeyman assistants, and industrial workers may individually elect to participate in the 401K feature of the **SMART Sheet Metal, Air, Rail and Transportation, Local #3 401K** Plan by signing a tax deferred savings authorization form approved by the Fund Trustees directing the Employer to reduce the employee's hourly pay up to the maximum amount allowed by the Plan. An Employee may change the amount per hour of their tax-deferred savings twice a year. (January 1 or July 1). Also, the employee may elect the tax deferred savings at the time the employee initially commences employment with any Employer. Employee tax deferred savings shall be reported on the same Employer reports and in the same manner as Employers are reporting with respect to regular contributions to the above Savings Plan or as the Trustees of the Fund shall direct. Employee election to have tax deferred savings transferred to the 401K Plan must be elected in writing at least ten (10) days prior to the stated election date, other than initial employment. All tax deferred savings requests must be filed by the employee with the Employer with copies as directed by the Fund Trustees.

18 (c). There shall be one labor and one management trustee added to the Board of Trustees from the Sioux City area.

ARTICLE 9
Hand Tools

Section 1 (a). Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. (See Article 15)

1 (b). The Employer or his insurance carrier shall reimburse an employee the replacement cost for any or all tools stolen from a job site or shop, provided tools are properly stored and evidence of forcible entry is recognized by authorities. The employee will be required to pay the first twenty-five dollars (\$25.00) of any such loss. Further, the employee's tools will be properly identified by name or number placed on the tools, and the form of identification will be filed, along with a descriptive listing, with his Employer.

Section 2. Journeymen and apprentice sheet metal workers covered by this Agreement shall not be 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 job to home at quitting time.

ARTICLE 10
Grievances

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 duly authorized representative of the Union, if possible. An Employer may have the Local Association present to act as his representative.

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 in the area in which work is performed and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, to render a final and binding determination, except as provided in Sections 3 and 5 of this Article. The Board shall consist of an equal number of representatives of the Union and of the local Employers' Association, and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by 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 General President of the **SMART, Sheet Metal, Air, Rail and Transportation** and one (1) representative appointed by the Chairman of the Labor Relations Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Appeals on behalf of employees shall be mailed to the General Secretary-Treasurer of the **SMART, Sheet Metal, Air, Rail and Transportation**, and those on behalf of an Employer shall be mailed to the Secretaries of both Associations. Notice of appeal to the panel shall be mailed to the Secretaries of both Associations. 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 the case of deadlock, the decision of the panel shall be final and binding.

Notwithstanding the provisions of paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by both the Chairman of the Labor Relations Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and by the General President of the **SMART, Sheet Metal, Air, Rail and Transportation**.

Section 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board, as established by the **SMART, Sheet Metal, Air, Rail and Transportation** and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submission shall be made, and decisions rendered under such procedures as may be prescribed by such Board, from time to time and mutually approved by the parties creating it. Copies of the procedures shall be available from, and submission of grievances may be made to, either the General Secretary-Treasurer of the **SMART, Sheet Metal, Air, Rail and Transportation** or the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 3 of this Article.

Section 5. A Local Joint Adjustment Board panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation, and, if it is believed warranted, to direct that the involved agreement and any other agreement or agreements between the Employer and any other Local Union affiliated with the **SMART, Sheet Metal, Air, Rail and Transportation** be cancelled, provided that any decision of a Local Joint Adjustment Board directing cancellation of an agreement or agreements may be appealed by the affected Employer or Local Union, as a matter of right, directly to the National Joint Adjustment Board.

Section 6. In the event any party fails or refuses to comply with any decision of a Local Joint Adjustment Board or panel without appeal, or any decision of the National Joint Adjustment Board, within thirty (30) days after notice thereof, a Local Joint Adjustment Board, panel, or any party to the dispute may, in addition to any other legal remedies which may be available to the parties, request the National Joint Adjustment Board to cancel the involved agreement and any other agreements between the involved Employer and other Local Unions affiliated with the **SMART, Sheet Metal, Air, Rail and Transportation**. Unless otherwise decided by unanimous vote, the National Joint Adjustment Board shall cancel such agreements if it finds the involved party to be in noncompliance with the decision in question. Requests for the Board's services shall be made in the same manner and in the same form as other appeals to the National Joint Adjustment Board, and the procedure followed shall be the same except that any intermediate step or steps shall be omitted, and the request made directly to the National Joint Adjustment Board.

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 grievance involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

Section 8 (a). The governing no-strike/no lockout language shall be as follows: During the term of this Agreement, the Employer will not lock out employees; the Union and its officers will not instigate, condone, or encourage any strike, sympathy strike, slowdown, walkout, refusal to work, or other interruption of work, and will encourage its members not to participate in any of the foregoing conduct.

Section 8 (b). It shall not be a violation of this Contract, nor shall it be a cause for discharge or reprimand if the Employer or employees of the Employer refuse to cross the duly and validly established picket of a striking union as defined under applicable labor laws. Where an illegal picket line has been established, the Business Manager shall make arrangements which will permit the employees subject to this Agreement to continue to work.

ARTICLE 11
Apprentices

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

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

Section 3 (a). It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprentice Committee on the basis of one (1) apprentice for each three (3) journeymen and said ratio shall govern the consideration and granting of apprentices by the Joint Apprentice Committee.

3 (b). It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the iTi and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the iTi and a Local JATC. Therefore, the trustees of the iTi and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all iTi and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing iTi materials and programs.

Section 4. All applicants for apprenticeship shall be a minimum age of eighteen (18) years of age and each apprentice shall serve an apprenticeship of four (4) years and such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. However, apprentices who have successfully completed their third year of apprenticeship shall be permitted to work alone in order to gain self-confidence.

Section 5. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers.

4TH Year apprentice will remain at 85% until Journeyman test is passed. Once passed, the apprentice will receive 95% during the remainder of the school year.

FIRST YEAR - -	SECOND YEAR - -
First Half 60%	First Half 70%
Second Half..... 65%	Second Half..... 75%
THIRD YEAR - -	FOURTH YEAR - -
First Half 80%	First Half 90%
Second Half..... 85%	Second Half 95%

Section 6. Prior to becoming a journeyman, all apprentices shall pass a test administered by the Joint Apprenticeship Committee, which will indicate their proficiency in the trade. Upon successful completion of this test, a journeyman card will be provided under usual conditions.

Section 7. Each Employer working under the terms and conditions of this Labor Agreement shall pay (see wage page) per hour for each hour worked by employees covered by this Agreement into a jointly administered Apprenticeship Training Fund. This Fund shall be used to administer an adequate Joint Apprenticeship Training Program. Said Funds shall be used for the purposes set forth in a Trust Agreement duly executed by the Employers and Union.

ARTICLE 12 Length of Agreement

Section 1. This Agreement shall become effective on the 1st day of May **2024** and continue in full force and effect until the 30th day of April **2027** and shall continue in full force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

Section 2. Notwithstanding any other provisions 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 National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

Section 3. If the Union enters into any agreement with any individual employer or group of employers performing work covered by the terms of this Agreement and the Agreement provides for more favorable wages, hours or conditions to any other Employer, the employers signatory hereto, after sending written notice of such intention shall be afforded the privilege to adopt such advantageous terms and conditions. (See Attachment) See Article 13, Section 1).

Section 3 (a). When the Union enters into any agreements with any individual employer or group of employers performing work covered by the jurisdictional terms of this Agreement where more flexible conditions are granted through the use of Resolution 78, the Union will notify the contractors by telephone of these more favorable conditions. Any Employer wishing to adopt said conditions after being notified will receive a written copy of the aforementioned conditions. (See Attachment) (See Article 13, Section 1)

Section 3 (b). If any Employer signatory hereto is the successful bidder on a project where Resolution 78 has been granted, said Employer will notify the Union in writing immediately after being awarded said project.

Section 4. It is expressly agreed by any party signatory to this Agreement or any person, company or firm bound to this Agreement or any employee covered by this Agreement that they jointly and severally shall waive and relinquish any claim or any action against any negotiator of this Agreement representing management of labor arising from any discretionary act or actions during the course and conduct of negotiations for this Agreement arising from the implementation of any terms or provisions of this Agreement.

ARTICLE 13
Resolution 78 – Alternate Bidding Conditions

Section 1. The Local and the Contractors signatory to this Agreement may, from time to time, deviate from the provisions as outlined in Article 3 and change conditions regarding individuals employed on work described in Article 1 of the Standard Form. This mutual action shall take place under those conditions which would lead to a more favorable bidding situation on jobs in that area covered by Local 3. If **SMART, Sheet Metal, Air, Rail and Transportation** Union contractors are bidding the same jobs, who are not signatory to the Local 3 Agreement, they too shall be given the same consideration in bidding methods as is extended to those contractors who are signatory to this Agreement. (See Article 12, Section 3)

ARTICLE 14
Foreman Pay

Section 1. A leadman will be a member of **SMART** Local #3 and in addition to his regular work is assigned the supervision of three (3) additional sheet metal workers. A leadman will be paid **one dollar (\$1.00)** above the regular rate of pay for a journeyman sheet metal worker.

Section 2. At any time a project reaches five (5) sheet metal workers, the leadman shall be appointed a foreman and be paid **two dollar (\$2.00)** above the regular rate of pay of a journeyman sheet metal worker.

Section 3. Each shop will have one foreman paid **two dollar (\$2.00)** above the regular rate of pay for a journeyman sheet metal worker.

Section 4. All other or additional leadmen or foremen will be determined by the Employer.

ARTICLE 15
Hand Tools/Safety Training

Section 1. Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

The hand tools will be limited to the following:

Hammers	Set of Allen Wrenches
Screw Drivers	(up to maximum size of 1/4")
Aviation Snips	Duct Pullers
Straight Snips	Scratch Awls
Rule – Wooden Folding	Vice Grips (2 only)
Measuring Tape (50')	Cold Chisel
	Pliers Trammel Points
Folders	18" Dividers
Set of Wrenches	Tri Square
(open end or box)	Knife
Dolly	Center Punch
Hack Saw Frame	Drift Pin
Whitney Punch	Toolbox or Tray
(not to exceed 9")	Crescent Wrench
Chalk Line	Protractor
Plumb Bob	Level
Hand crimper	

The Employer shall furnish all safety equipment, such as goggles, welding hoods, hard hats (hard hat liner to be furnished by the employee) where required by rules of Employer or safety laws, and such items when furnished, shall be assigned to each employee, and that employee will assume total responsibility for those items including checking them back in when no longer required for use on the job which he is presently assigned.

Journeymen and apprentice sheet metal workers and journeymen assistants may be required by the Employer to transport hand tools and electric hand tools which are assigned to the man doing the work. Further, each employee assigned hand tools and electric hand tools shall bear the sole responsibility for the safe-keeping of such tools; and, should such hand tools or portable electric tools be lost while assigned to an employee, that employee will be responsible for their replacement if proven negligent.

Section 2. The Employer shall have the right to inspect employees' toolboxes to see that all such tools comply with the standards established under the Occupational Safety and Health Act.

Section 3. Safety training is mandatory for all members of Local 3, Sioux City. Safety subjects to be covered are: First-aid/CPR, OSHA 10-hour course, Right to Know, and other safety subjects (including a drug policy – see **SMART SHEET METAL, AIR, RAIL AND TRANSPORTATION** Local 3 and Sioux City Chapter's Drug and Alcohol Testing Policy and Procedure) mutually agreed upon. Local 3 members will accomplish the safety training on the member's own time, but the Sioux City Chapter of Sheet Metal Contractors of Iowa, Inc., from the amount paid into the safety fund, will pay the cost of instructors and other related training costs.

A safety contribution fund will be established by all employers who employ Local 3 members at the rate (see wage page) per hour worked by all employees covered by this Agreement payable to the Industry/Safety Fund/Sioux City Chapter of Sheet Metal Contractors of Iowa, Inc.

Training will be mandatory for all members of Local 3. (Employers may request only members who have completed the training.)

ARTICLE 16
Equal Opportunity Act

The Employer and the Union agree to abide by and conform with the provisions of Executive Order 11246 of the President of the United States, as dated September 24, 1965, and the Civil Rights Act of 1964, as amended, pertaining to equal opportunity of employment, regardless of race, religion, creed, color, sex, disability, age or national origin.

ARTICLE 17
Local Industry/Safety Fund/Sioux City Chapter

Section 1. Effective May 1, 2024, and for the duration of this Agreement, all Employers working under the conditions of this Agreement shall pay to the Sheet Metal Contractors of Iowa Industry Fund up to one and one-tenth percent (1.1%) of the total wage package which shall include hourly wages (including vacation deduct), National Pension Fund, Local Training Fund, iTi, and Industry Fund of the United States for each hour worked by all employees (see wage page).

Section 2. Payment shall be made monthly on or before the fifteenth (15th) day of the succeeding month and shall be remitted to the Sheet Metal Contractors of Iowa Industry Fund.

Section 3. The Trustees of the Industry Fund may lower or increase the amount of contributions to the Local Industry/Safety Fund. (See Article 8) Any change in said contribution will be made by written notice to contributors and Local 3, ninety (90) days prior to said change.

Section 4. The Trustees of the Industry Fund, at the request of the Sioux City Chapter, will lower or increase the amount of contributions to the Industry/Safety Fund/Sioux City Chapter. Any change in said contribution will be made by written notice to contributors and Local 3, ninety (90) days prior to said change.

ARTICLE 18
Stewards Clause

Section 1 (a). Stewards may be appointed on jobs and in the shops and such stewards shall have the authority to require the observance of working rules and union conditions in such shop or on the job. In the event a steward is laid off and the union considers it unjust, the Union has the right to call a Joint Adjustment Board meeting with thirty (30) hours. A steward must avoid any unnecessary disturbance of the procedure of work and shall not be penalized for the proper conduct of their office. The authority of stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities.

1 (b). The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provision of the Collective Bargaining Agreement.

1 (c). The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers.

Stewards and alternates have no authority to take strike action, except as authorized by official action of the Local Union or any other action interrupting the Employers business. The Employer recognizes these limitations upon the authority of stewards and their acts. Stewards shall be permitted reasonable time to investigate, present and process grievances on the company property or the installation job site without loss of time or pay during his regular working hours. Such time spent in handling grievances during the stewards' regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward. An official letter of appointment must be sent to the Employer and the steward appointee from the Local Union Office. An identification card shall be issued to the steward as the Local deems necessary.

ARTICLE 19
Responsibility of Contractor and Union
Under Article 10, SFUA

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

ARTICLE 20
Fringe Benefit Guaranty Bonds

Section 1. It is agreed that the Employer, and all other Employers signatory to this Agreement, shall provide a bond equal to one hundred percent (100%) of the average monthly contribution, but in no case less than ten thousand dollars (\$10,000) to guarantee payment of all monies due each fund. Proof of these bonds shall be presented to the Trustees of the Local Union no later than thirty (30) days after the effective date of this Agreement and shall be presented again at each renewal date. Each bond amount shall be based on the number of employees and the amount of contributions made by the Employer as of the last working day of each contract year.

The cost of said bond to be assumed by the Employer. The bond shall be conditioned upon payment by the Employer of all fringe benefits and expenses in their proper amounts as specified in this Agreement. The Employer shall provide the Union with evidence that the bond is in force and the name of the bonding company or insurance company issuing same. The bond shall have a ninety (90) day notification clause to the Union before it can be canceled or terminated with a provision for a claim being filed for a six (6) month period following cancellation or termination. If, or when, such notification is given to the Union, the Union may take any action it may deem necessary within the terms and provisions of this Agreement.

Section 2. Two (2) years of satisfactory payments by an Employer will be cause for waiver of this requirement for bonding under this Article.

Section 3. However, in any action to compel an Employer to pay, the Employer will be liable for the additional costs and expenses of the action, including reasonable attorney fees.

ARTICLE 21
Journeyman Assistants

It is mutually agreed that each contractor may employ a minimum of two (2) journeymen assistants for each journeyman outside the city limits of Sioux City, Iowa and South Sioux City, Nebraska, and a minimum of one (1) journeyman assistant for each two (2) journeymen inside the city limits of Sioux City, Iowa and South Sioux City, Nebraska. The journeyman assistant may be utilized on all work under/in the jurisdiction.

Journeyman assistants can be hired from any source. All journeymen assistants will, however, be referred through the Union hiring hall and if an Employer hires a journeyman assistant he will be sent to the Union hiring hall for a referral slip.

Journeyman assistants will be under the supervision of a journeyman at all times.

Journeyman assistants shall be allowed to perform any and all work, except lay-out work, the contractor deems them qualified to perform.

Journeyman assistants shall be required to provide for themselves all necessary hand tools as outlined in the current collective bargaining Agreement.

The minimum wage for journeymen assistants effective May 1, **2024**, shall be at **current minimum wage**. Health and welfare contributions, as provided for under Article 17 of the Contract, will be made for each journeyman assistant once that journeyman assistant has completed six (6) months of employment. Alternatively, an Employer will elect to provide medical insurance coverage for journeymen assistants under the Employer's own group health plan once that journeyman assistant has completed ninety (90) days of employment.

ARTICLE 22
Contractor Security

Section 1. The Union agrees to provide journeymen sheet metal mechanics to contractors who are signatory to this Agreement or an Agreement with another **SMART SHEET METAL, AIR, RAIL AND TRANSPORTATION** Local Union, or is signatory to a National Agreement with **SMART SHEET METAL, AIR, RAIL AND TRANSPORTATION**.

Section 2. If journeymen are requested by an individual or firm not signatory to an **SMART SHEET METAL, AIR, RAIL AND TRANSPORTATION** Agreement, the Union shall refer said firm or individual to a Contractor who is signatory to an **SMART SHEET METAL, AIR, RAIL AND TRANSPORTATION** Agreement for the purpose of having said work fabricated or installed.

Signature Page

In witness whereof, the parties hereto affix their signatures and seals this _____ day of _____, 2024.

FOR THE EMPLOYER:

«Employer»

FOR THE UNION:

Jason Griesemer, Business Manager/Agent
Local #3, SMART SHEET METAL, AIR,
RAIL AND TRANSPORTATION

ATTACHMENT

ARTICLE 12, Section 3

IMPLEMENTATION FORM
FOR COMPETITIVE PROJECT SITUATION

PROJECT NAME _____

LOCATION _____

BID DATE _____

ESTIMATED COMPLETION DATE _____

WAGE RATE/PREAPPRENTICE RATIO _____

OTHER MODIFICATIONS _____

KNOWN UNION BIDDERS _____

KNOWN NON-UNION BIDDERS _____

Jason Griesemer
Business Agent/Manager
SMART, **Sheet Metal, Air,**
Rail and Transportation Local 3

Kate Wierson
Executive Director
Sioux City Chapter of
Sheet Metal Contractors of Iowa

ADDENDUM I
Building Trades Industrial Addendum

If the Employer signatory to this Addendum does any heating or cooling type work on commercial or residential construction, hours of work for those projects will be under Article VI of this Agreement.

Section 1

- The regular workday shall take place between the hours of 6:00 a.m. through 6:00 p.m.
- The regular workweek will begin on Monday and run through Friday.
- The regular workweek shall consist of forty (40) hours per week.
- The regular workday may consist of ten (10) consecutive hours per day, labor performed in the shop or on a jobsite.
- All work performed during the regular workweek shall be compensated at the regular rate.
- All work performed during the regular workday that exceeds ten (10) hours per day or forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular taxable hourly rate.
- All work performed on Sunday shall be compensated at one and one-half (1 1/2) times the regular taxable hourly rate.
- Should the Employer send an employee home for reasons other than disciplinary action, then the unpaid lost hours would count toward the regular workweek.
- The Employer shall attempt to equalize overtime when possible.
- Saturday work shall on one and one-half (1 1/2) times the regular taxable hourly rate provided the employee has accumulated forty (40) hours of service. This provision is at the discretion of the Employer.
- When a recognized holiday falls during the regular workweek, Saturday will be paid at one and one-half (1 1/2) times the regular taxable hourly rate after a minimum of thirty-two (32) hours paid at regular rate has been completed during Monday through Friday of the aforementioned workweek.

Employer Representative

Union Representative

Date

Date

ADDENDUM II

Addendum, entered into this 1st day of May, 2024, by and between «Employer» hereinafter referred to as the Employer, and **SMART, Sheet Metal, Air, Rail and Transportation** Local #3, hereinafter referred to as the Union.

ARTICLE I Rates and Classifications

Section 1. Wage rates for Industrial Sheet Metal workers covered by this Addendum who perform any work specified in Article I of this Addendum shall commensurate with the existing industrial rates in the local geographical area with the exception of journeymen and apprentices on payroll of the Employer on the effective date of this Addendum.

Class "A" Building Trades Journeymen Sheet Metal workers shall perform all supervision, pattern layout and development, detailed drawings, blueprints, plan take-off, and any other work within the confines of the shop.

Class "B" workers shall not be permitted to work on any work that is regarded as being within the Building Trades jurisdiction. Class B workers shall be permitted to weld, grind, tack weld, burning, piping, wiring, fitting and operation of all equipment for industrial projects only, in the shop and in the field.

Class "C" workers shall be limited to performing the following shipping, receiving, material handling, preparation for painting, wire brushing, grinding, house cleaning and delivery of materials to the job site.

Section 2. Journeymen and apprentices of Local Union 3 on the payroll of the Employer as of this date, May 1, 2024 and who choose to remain with the Employer for employment on work covered in Article I of this Addendum shall be compensated as follows:

2(a). Employees shall receive no reduction in hourly rates, fringe benefits, or contractual benefits provided in this Local Union agreement and effective on this date.

2(b). On the effective dates shown in Section 1 of this Addendum, journeymen shall receive the same wage increases for employees covered under Class A. Allocation of amounts of fringe benefit funds from the contractual hourly rate increases provided herein shall be at the option of the local union and the signatory Employer.

2(c). Apprentices working under this schedule shall continue to receive their six (6) month percentage increases until, and through, their graduation to journeyman. Apprentice increases shall be based on a percentage of the current journeyman rate determined in 2(b) above.

2(d). Contributions for such employees to the welfare and pension plans shall remain the same except as changed by provisions of 2(b) above.

2(e). It is mutually agreed that one time during the lifetime of this Agreement, the Union may increase the amount entered into the Sheet Metal Workers' National Pension Fund. This increase will be deducted from the wages outlined in this Agreement.

2(f). Necessary hand tools for Industrial work will be furnished by journeymen, apprentice and industrial sheet metal workers.

Section 3. Employment security shall be established for all employees referred to in Section 2 above. No employees listed in this Section shall be laid off so long as other employees are working at comparable work in the bargaining unit for the Employer. Termination of employees referred to in Section 2 shall be only for insubordination, physical or practical inability to perform his job, prolonged or erratic unauthorized absence from work or lack of work. Grievances arising out of this Section shall be processed through Article X of the Standard Form of Union Agreement.

Section 4. All Industrial Workers covered by this Agreement shall return to work under the same wage and benefit package.

ARTICLE II
Industry Fund of the United States

Those shops which have Industrial fabrication operations shall not be required to pay into the Industry Fund of the United States, Article VIII, Section 12, nor the Local Industry Fund/Safety Fund, Article VIII, Section 13.

ARTICLE III
Local Training Fund

Section 1. Each Employee working under the terms and conditions of this Labor Agreement shall pay (see wage page) per hour for each hour worked by Journeymen and Apprentices to the Local Training Fund.

Section 2. Each Employer working under the terms and conditions of this Labor Agreement shall pay (see wage page) per hour for each hour worked by Industrial Workers to the Local Training Fund. One cent (\$0.01) per hour (see wage page) contribution on man-hours worked by Industrial Workers will be put into an escrow account specifically for training Industrial Workers. This special escrow account will be administered by the Joint Apprentice Committee.

Section 3. Each Employer working under the terms and conditions of this Addendum shall set aside five cents (\$0.05) per hour for each hour worked by each employee covered by this Agreement to be used for Industry/Safety Training.

ARTICLE IV
Standard Form of Union Agreement

The employer agrees to be bound by all the provisions of the Standard Form of Union Agreement or Local basic agreement with the exception of these Articles, Sections of provisions specifically altered or amended by this Addendum.

ARTICLE V
Effective Date

Section 1. This addendum shall become effective on this 1st day of May, 2024 and remain in full force and effect for the duration of the Local Standard Form of Union Agreement or local basic agreement.

ARTICLE VI
Industrial Workers

Section 1. Industrial Workers hired after June 9, 1988, will be exempt on Health and Welfare premium as provided for under Article 15 of the current Agreement for the first one year of employment. After one year of employment the Employer will pay the Health and Welfare premium as provided for under Article 15 of the Agreement.

Section 2. Industrial Workers hired after June 9, 1988, will be exempt on Pension premium as provided for under Article 16 of the current agreement for the first one year of employment. After one year of employment the Employer will pay the Pension premium as provided for under Article 16 of the Agreement.

Section 3. Both the Health and Welfare and Pension premiums will be paid by the Employer over and above the Industrial Workers' taxable wage rate.

ADDENDUM III
Industrial Addendum

It is mutually agreed that each contractor may employ classified workers in sufficient numbers, as the Employer deems necessary to perform said work. Classified workers shall be allowed to perform any work the contractor deems them qualified to perform. Classified workers will be required to provide for themselves all necessary hand tools as outlined in the current collective bargaining agreement. The minimum wage for classified workers shall be **at current minimum wage** per hour. Fringe benefits will be covered under the individual employer's company policies. Classified workers can be hired from any source. Contractors will be required to call in the classified workers employee names for a referral slip.

Health and Welfare contributions shall be provided for each classified workers once that classified worker has completed six (6) months of employment. If said classified worker is covered under another Health and Welfare program, said classified worker shall be allowed the option of receiving the premium in the taxable wage.

Classified workers shall be allowed to participate in the Local #3 voluntary 401K pension plan.

ADDENDUM II and III

Employer Representative

Union Representative

Date

Date