

STANDARD FORM OF UNION AGREEMENT

(AS AMENDED)

International Association of Sheet Metal, Air,
Rail and Transportation Workers (SMART)
Sheet Metal Workers
LOCAL NO. 3
Omaha and Lincoln Area

«Company_Name»

EFFECTIVE

JULY 1, **2014** through JUNE 30, **2017**

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PREAMBLE

Agreement entered into July 1, 2014 by and between the Employer signatory to the Agreement and Local Union No. 3 of the Sheet Metal Workers' International Association hereinafter referred to as the Union for the following Omaha area counties: Adams, Blaine, Boone, Brown, Buffalo, Burt, Butler, Cass, Cherry, Clay, Colfax, Cumings, Custer, Dawson, Dodge, Douglas, Fillmore, Franklin, Frontier, Furnas, Gage, Garfield, Gosper, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Hooker, Howard, Jefferson, Johnson, Kearney, Keyapaha, Lincoln, Logan, Loup, Madison, McPherson, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Platte, Polk, Red Willow, Richardson, Rock, Sarpy, Saunders, Sherman, Stanton, Thayer, Thomas, Valley, Washington, Webster, Wheeler, York counties, Nebraska; and Adams, Audubon, Carroll, Cass, Crawford, Fremont, Harrison, Mills, Monona, Montgomery, Page, Pottawattamie, Shelby, and Taylor counties, Iowa. Lincoln area counties: Lancaster, Seward and Saline counties.

The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Industry, for work in any county covered herein, any different terms or conditions than those set forth in the Agreement, such different terms or conditions shall be made available to the Employer under this Agreement for all jobs in that county and the Union shall immediately notify the Signatory Employers of any such concessions. The Union agrees to notify the Signatory Employers of negotiations in progress with Employers in the out state area.

ARTICLE I Jurisdiction

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

Section 1(a). The foregoing may not be construed to cover employees of the Employer engaged in work other than described in Section 1 Sub-paragraphs (a) through (f), provided it does not circumvent the proper assignment of work as provided in Article I.

Section 1(b). Article I, Section 1, Sub-section (d) above will not be construed to include original design drawings used for sales and/or estimating purposes.

Section 1(c). The Employer and the Union will jointly make every effort to have the Architects and/or Engineers include in the Sheet Metal and Heating, Ventilating, and Air Conditioning sections all items belonging within our Industry to fabricate, furnish and/or install.

The Employer will make every effort to bid any item on any job belonging to our Industry even though it may require him to obtain sub-bids from other Sheet Metal Employers to accomplish the fabrication and/or installation of the complete job. The Employer shall notify the Union when any items covered by the Local's jurisdiction have been excluded from the Employer's contract.

The Employer agrees to respect the jurisdiction of the Union and shall not direct or require its employees or persons other than the employees covered by the bargaining units here involved, to perform work which is the work of the employees in said units.

Section 1(d). The interpretation of servicing in Section 1 of Article I shall include the servicing of whatever nature of all heating and/or air conditioning units. This provision will not be cause for complaint or grievance against the signatory Employer, who prior to the date of this Agreement, was also signatory to an agreement with another building trade's local union claiming the same work, provided the signatory Employer had in fact and did now use members of that local for said work.

Section 1(e). All materials and equipment within this jurisdiction shall be received at job site at tailgate and handled from this point by sheet metal employees of the bargaining unit, as specified in this Agreement, or as amended by Addenda.

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 Work Definitions

Section 1. The Employer agrees that none but Sheet Metal bargaining unit employees shall be employed on any work described in Article I, except as modified by Addenda to this Agreement.

Section 1(a). The performance of any of the work described in Article I by any employee of the Union bargaining unit for any firm or person other than his regular Employer (or on his own home), a practice commonly known as “Moonlighting” is contrary to this Agreement and subject to disciplinary action by either party.

ARTICLE IV Hiring Hall

Section 1. The Union agrees to furnish upon request by the Employer, duly qualified, drug tested (with negative results) and licensed (where applicable), Sheet Metal bargaining unit employees 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. This policy will not supersede any Company or site-specific policy. Drug tested every time referred out.

Effective 07/01/2014 each journeyman must have (1) journeyman license (Omaha, Iowa or Lincoln). Non-compliance is forfeiture of package increase until requirement is met. Any increase to benefits will be deducted from taxable rate. **Non-compliance will result in Executive Board actions beyond the loss of wage increases.**

When proof of compliance is met (ie: test score/license) wage increase will be effective the next pay period.

The Union agrees to provide a work referral for each applicant requested by the Employer. Attached to the work referral will be a photocopy of two (2) forms of the applicant’s identification. The applicant will not be considered eligible for employment until the work order and two (2) forms of identification are presented to the Employer. Types of identification that are accepted include: driver’s license, U.S. passport, Certificate of Naturalization, U.S. Military ID card or draft record, U.S. Social Security Card, voter registration card, or an ID card issued by federal, state, or local government agencies or entities provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address. This paragraph in no way shall hold the Union liable for presentation by the applicant of false identification.

Section 1(a). The Employer will hire sheet metal workers for performing work within the jurisdiction of this Agreement from employees referred to the Employer by the Union, in the required classification, whenever available.

Section 1(b). All new hires or rehires must obtain a dispatch form card from the Union Office prior to reporting to work, even if the new hire or rehire has solicited his own job. Dispatch form may be presented to employer in person or sent by electronic means.

Rules Governing Hiring through the Hiring Hall

It is agreed that whenever the Employers who are subject hereto require additional sheet metal workers, they will request the Union to furnish workers. Such request may be either in writing or by telephone or any other electronic means.

The Union agrees to notify the Employer in two (2) working days of their ability to furnish workers. Such notices may be either in writing or by telephone.

The Union will refer for employment only qualified Sheet Metal Workers. Sheet Metal Workers shall be qualified for employment who have had actual practical working experience at the trade in a classification in the Sheet Metal Industry or who have completed training equal to standards adopted by the National Joint Apprenticeship Committee of the Sheet Metal Industry or who have had previous employment as a Sheet Metal Worker in the geographical areas covered by the Sheet Metal Workers' International Association and whose services have proved satisfactory and have completed OSHA, First Aid & CPR Training and have a current certification card. It is agreed that there will be no discrimination in the hiring because of age, race, national origin, creed, sex or Union Membership.

The Union agrees that it will establish and maintain an appropriate registration facility for qualified Sheet Metal Workers who are available for employment. The maintenance of this facility shall be in accordance with written rules and regulations which shall be prepared and conspicuously posted by the Union, and copies of which shall be furnished to the Employers for posting at the places where they customarily receive applications for employment.

Said rules and regulations may not be inconsistent with the other provisions of Article I.

Registration of Applicants for Work

The Union shall register all applicants who apply to the Hiring Hall for employment. Applicants shall be registered on lists maintained by the Union. The Union shall maintain a list in accordance with the qualification of applicants.

Applicants shall be registered in the order they apply with new applicants being listed at the bottom of the list for which they qualify. The registration of applicants shall be on a non-discriminatory basis and shall not be based on or affected by Union membership, by-laws, rules, regulations, constitutional requirements, or any other aspect of Union membership, policies or requirements.

Referral of Applicants to Contractor for Work

Referral of applicants shall be as follows in order of precedence:

- (1) Requests by Employer for particular Sheet Metal Workers on the out-of-work list
- (2) Requests by Employer for Sheet Metal Workers on the out-of-work list with special skills and abilities desired by the Employer.
- (3) As the Employer notifies the Union of its need for workers, the Union shall refer applicants first from the top of the list maintained of applicants.

- (4) Any referral rejected by the Employer shall remain in his place on the appropriate list, for referral to another Employer. A rejection by the Employer must be made prior to instructions to report to work; otherwise the employee will be entitled to two (2) hours pay according to Article VIII, Section 10 of this Agreement.
- (5) The name of any referral employed for eighty-one (81) working hours shall be removed from the list until such time as he/she shall again become unemployed, whereupon application, his/her name shall be entered on the bottom of the designated list. Any referred employee who quits any job, without just cause, to which he/she has been referred within said eighty-one (81) hours, shall likewise have his/her name entered on the bottom of the designated list.
- (6) Any applicant listed shall automatically go to the bottom of the designated list upon his/her rejection of any three (3) consecutive referrals offered him.
- (7) The selection of applicants for referral shall be as provided herein, and shall be on a non-discriminatory basis and not based on or affected by Union membership, by-laws, rules, regulations, constitutional requirements, or any other aspect of Union membership, policies or requirements. The selection of applicants for referral shall not be based on discrimination as to age, race, national origin, creed or sex.

The Employer shall have the right to determine the competence and qualifications of the job applicants and/or employee, and the right to hire and discharge accordingly. No employee shall be otherwise discharged except for just cause. The Employer shall also be the sole judge of the number of workmen required on any job or project. The Union agrees that it will establish and maintain the aforesaid registration facility, and promulgate the aforesaid rules and regulations, and refer the aforesaid job applicants on a non-discriminatory basis, and that none of its actions in connection therewith will be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

Application Forms

The Union shall require each applicant to fill out and sign an application form approved by the Employer suitable for determining the applicant's qualifications and classification, as outlined above. The form shall state that the applicant understands the referral system and binds himself to it.

If he/she shall be aggrieved by his classification or any other hiring practice which may affect him, he/she shall have the right to submit his complaint to the Joint Adjustment Board and must abide by the rules thereof.

Joint Adjustment Board

The Joint Adjustment Board shall be the same as contained in the Collective Bargaining Agreement between the Employer and the Union. All procedures before the Joint Adjustment Board for claims concerning the Hiring Hall practices shall be submitted and processed under the Collective Bargaining Agreement.

The Joint Adjustment Board shall herein consider all matters arising out of any complaint from any applicant or Employer who may be aggrieved as to the processing or any other matter connected with the hiring and referral system.

The Local Union Executive Board may act as intermediary between applicants and the Joint Adjustment Board.

Hours of Hiring

Applicants may register and fill out the application form and, if therefore qualified, place his/her name on the appropriate list any time during 8:00 A.M. to 4:00 P.M., Monday through Friday. These times are minimum for registration and may be increased but not decreased, as the Union desires.

Posted Notices to Employees

The Union shall post notices of the hiring arrangement in prominent places in the Hiring Hall and the Employer shall post identical notices at the job site or at the regular place of doing business of the Employer. These notices shall contain verbatim the paragraphs in this Agreement concerning the hiring of men.

Notice of Employment to Applicants

When an applicant's name reaches the top of the list and he/she is to be referred to the Employer, the Union shall immediately inform the applicant if he/she is available at the Hiring Hall. If the applicant is not then so available, the Union shall telephone the applicant, and if he/she is not at home, leave a message for him to call the Union. If the applicant does not respond within two (2) hours thereafter, the Union shall go on to the succeeding names on the list and follow the same procedure. In the meantime, during the two (2) hour waiting period, the Union shall be free to contact succeeding names in order of priority on the list for the purpose of alerting them on a standby basis to expedite the hiring procedure in the event that the initial applicant at the top of the list does not respond within the two (2) hour period.

If the Union Office calls the phone number of the applicant in position to be referred, and no answer is received, one other person in the Union Office will phone the number. If still no answer is received then the Union Office may proceed to the next applicant in position to be referred.

Any applicant that misses a referral for reason of the Union's inability to locate him shall have his name remain at the top of the list until he/she is referred. If the applicant has secured employment elsewhere, is sick or injured, he/she shall notify the Local Union Office as to when he/she will be available for referral and it will be noted on his referral application. If the applicant has moved away or, for any other reason except as provided in this Article, is unavailable for prompt referral, the applicant's name may be removed from the list and there shall be no further duty to refer the applicant until such time as he/she may re-register in which case his name shall be placed on the bottom of the designated list.

Section 1(c). Registration, Requests and Referral of all Sheet Metal Workers will be in the same manner and form as the Hiring Hall Procedures provide for, except they will only be allowed to work at the job description they're qualified for, or as provided for in this Agreement.

Section 1(d). Notification will be given to Local #3's Office the names and classifications of any employees covered by this Agreement prior to their hire or layoff.

Section 1(e). The Union will notify the Employer within two (2) days of the Union's ability to fulfill the request. If the Union cannot fulfill the request within five (5) days or does not notify the Employer within two (2) days, then the Employer may hire any employee to perform the work from any source regardless of the other provisions of this Article.

ARTICLE V Dues Check Off

Section 1. 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 voluntarily authorized such deductions in writing. Not later than the twentieth day of each month, 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 with the last four numbers of their Social Security numbers for whom such deductions have been made.

ARTICLE VI Holidays, Hours of Work, and Overtime

Section 1. The regular workday shall consist of eight (8) consecutive hours per day, labor in the shop or on the jobsite, between six o'clock a.m. (6:00 a.m.) and six o'clock p.m. (6:00 p.m.) and the regular workweek shall consist of five (5) consecutive eight (8) hour days in the shop or on the jobsite, 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 rate. Except as otherwise provided pursuant to Section 1(b), Section 4 and Section 5 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1 ½) times the regular rate, except as otherwise provided in this Agreement.

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

Section 1(a). The starting and ending times of the regular working day may be changed when mutually agreed upon by the Employer and the Employee and approved by the Business Manager of the Union.

Section 1(b). The regular workweek 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.

Section 2. All work performed on Saturday will be paid for at one and one half (1 ½) times the taxable portion of the regular hourly rate except as otherwise provided in this Agreement or supplemental agreements, with a four (4) hour minimum show up to be paid. All Sundays, New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, if worked will be paid for at two (2) times the taxable portion of the regular hourly rate except as otherwise provided in this Agreement or supplemental agreements. If these holidays fall on Sunday, Monday will be considered the legal holiday, and will be paid at two (2) times the taxable portion of the regular hourly rate except as otherwise provided in this Agreement or supplemental agreements.

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

Section 4. Shift work and the pay and conditions therefore shall be only as provided below in this Section.

Section 4(a). Night shift work will be paid at the taxable portion of the regular hourly rate except as otherwise provided in this Agreement or supplemental agreements, plus fifteen percent (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 work shall be paid at one and one half (1 ½) times shift work rate Monday through Friday and otherwise it is to be in compliance with the work week as stated in Article VI, Section 1. Shift work extending into Saturday mornings will be continued at the shift work rates stipulated herein until 1:30 a.m. thereafter at one and one half (1 ½) times the shift work rate.

Section 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 night shift starts the same day of notification all hours worked that calendar date will be paid at overtime rate.

Section 4(c). If a night shift is discontinued before ending the workweek and any or all employees are returned to the day shift, the following day such employees will report at 9:30 a.m. and work six and one half (6 ½) hours for eight (8) hours pay for the first day.

Section 5. The Business Manager should be notified 48 (forty-eight) hours prior to the start of any work on retrofit, maintenance, or remodeling of existing buildings where its occupants operation prevents work from being performed during the regular workday, may be performed outside the regular workday. On work of this nature, the work week will be forty (40) hours per week, paid at the regular hourly rate Monday through Friday with all work over ten (10) hours per day or forty (40) hours per week being paid at one and one half (1 ½) times the regular hourly rate. If a retrofit shift is discontinued before ending the workweek and any or all employees are returned to the day shift, the following day such employees are returned to the day shift, the following day such employees will report 1 ½ hours after regularly scheduled start time and work six and one half (6 ½) hours for eight (8) hours pay the first day.

ARTICLE VII

Free Zone, Travel, Transportation and Subsistence Time

Section 1. When employed in a shop or on the job within the limits of seventy (70) driving miles by shortest all weather roads from Union Hall 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. In the event additional transportation during working hours is provided by the employee in his own vehicle, he/she shall be compensated for such transportation at the current Internal Revenue Service rate and a minimum charge of seven (7) miles per one way trip will be paid if the employee is engaged in official business. If the employee is traveling by public transportation facilities, all costs will be paid by the Employer. The Employer agrees to pay all telephone costs incurred while transacting company business. The Employer shall pay for all parking expense, except when the employee reports directly to the job from home. The Employer may designate parking location and routes and the employee shall furnish receipts for expenditures.

Section 1(a). If travel is necessary outside the seventy (70) driving miles by shortest all weather roads from Union Hall, time for transportation shall be paid at a rate per mile based on actual road mileage by shortest all weather road from the free zone limit to the job site at fifty (50) miles per hour at straight time per hour computed to the nearest cent. If the State Speed Limit is increased to sixty-five (65) miles per hour, time will be computed at sixty (60) miles per hour.

Section 2. When employed outside of the limit specified in Section 1 of this Article and within the jurisdiction of the Union, employees shall provide transportation for themselves which will ensure their arrival at the limits specified in Section 1 of this Article at the regular starting time and the Employer shall provide or pay for all additional transportation for such jobs including transportation from such job back to limits specified in Section 1 of this Article which will ensure arrival at such limits at quitting time. It shall be the option of the Employer to determine whether the employee will be at the job site or zone limit at starting time or quitting time and the employee will be paid according to Article VII.

Section 2(a). When men are employed on a job outside of the seventy (70) driving miles by shortest all weather roads from Union Hall, mileage beyond the seventy (70) driving miles by shortest all weather roads free zone shall be paid to the employee furnishing same on the basis of actual mileage by shortest all weather roads at the current Internal Revenue Service rate and a minimum charge of seven (7) miles per one-way trip will be paid if engaged in official business. If traveling by public transportation facilities, all costs will be paid by the Employer. The Employer agrees to pay all telephone costs incurred while transacting company business.

Section 2(b). On all out-of-town work where any daily travel required between job site and base town residence will be governed by Article VII using the main post office or other recognized center of resident town as the center point in determining the extent of the free zone which will be twenty (20) road miles in lieu of the seventy (70) driving miles by shortest all weather roads. When transferring from one job site to another job site, the employee shall be paid full mileage and travel time.

Section 2(c). Mileage for all travel outside of the seventy (70) driving miles by shortest all weather roads free zone from Union Hall will be paid for as provided in Article VII, Section 2(a) for a round trip for each employee working out-of-town to allow him to return home for all legal holidays as specified in Article VI, Section 2 or every thirty (30) days if no legal holiday occurs.

Section 2(d). If travel is necessary outside of the seventy (70) driving miles by shortest all weather road free zone from Union Hall, compensation for subsistence will be negotiated by the Employer and the Union on a job-by-job basis.

Section 2(e). The provisions of Article VII will not apply to any sheet metal worker hired at the job site.

ARTICLE VIII

Paydays, Pay Periods, Employee Work Rates, Wage Rates, Fringe Benefits Manufactured Items, MoKan Health and Welfare, Vacations.

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

Section 1(a). The effective date of any pay increase shall be July 1st or January 1st.

Effective July 1, 2013 the minimum combined gross wage rate shall be according to wage page for the area (See Wage Page).

Equality fund shall be paid at the hourly rate according to the wage page (See Wage Page) and the remainder of distribution of the increase to be determined by the Union except that during the duration of this Agreement the Equality Fund amount shall not be reduced below seventy-five cents (.75) per hour with the understanding that the Equality Fund will not be under-funded.

Section 1(b). When it is mutually agreed by the Business Manager of Local #3 and the signatory Employer in their sole and absolute discretion that an unusual competitive situation exists within the area of the “free zone” the signatory Employer may adjust the composition of the crews required to perform the work. This Section 1(b) may be implemented by mutual agreement of the parties but only if there is no delinquency of fringe benefit payments by the signatory Employer.

Section 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and/or 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 Sheet Metal Workers’ International Association, 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 journeymen employed on such work in the home shop or sent to the job site.

Section 2(a). In the event that a more beneficial Agreement is awarded to an Employer by the Union within its jurisdiction, all work specified in Article I of this Agreement fabricated and/or assembled within the home shop of said Employer for erection and installation outside of the area covered by the more beneficial Agreement, but otherwise within the jurisdiction of Local #3, then the higher wage scale and all other provisions of this Agreement shall apply to the journeymen employed on such work in the home shop or sent to the job site.

Section 2(b). All employees will be given a stub, either via web delivery, mail delivery or physical delivery that lists all deductions, straight time and overtime hours, gross pay, net and any expenses itemized.

Section 2(c). The Employer agrees to keep all time cards and payroll records for one (1) year and if a grievance, involving pay is pending until such grievance is settled. The Employer further agrees to make the above-mentioned time cards and payroll records for all employees covered by this Agreement available to the Union and the signatory Employers to examine.

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, fittings and ducts for residential installations only.
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel Plenums
12. Angle rings

Section 4. The provisions of Section 2 of this Article shall not be applicable to Air Pollution Control Systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings.

Section 5. Except as provided in Sections 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/she 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. Journeyman 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 Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local Union shall apply.

Section 6(a). Notwithstanding the provision of any local Agreement in the out-of-town area there shall be no duplication of transportation, travel time, board or expense.

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

Section 8. Welfare benefit contributions shall not be duplicated.

Section 8(a). Each Employer working under this Agreement agrees to pay to the MoKan Welfare Fund for each hour worked by employees covered by this bargaining agreement. The MoKan Welfare Fund shall be administered pursuant to the Agreement and Declaration of Trust dated May 5, 1952 as amended and executed by the Sheet Metal Workers International Association, Local #3 and the signatory Employer, and said Agreement and Declaration of Trust shall be considered a part hereof as is set forth in detail. (See Attached Current Wage Page For The Amount.)

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.

Section 8(b). Employer Union members shall contribute to the MoKan Health and Welfare Fund on the basis of 144 hours worked each month.

Section 8(c). The Employer hereby agrees to pay any collection costs necessary on delinquent payments to MoKan Sheet Metal Workers Welfare Fund if more than ten (10) days in arrears.

Section 8(d). Each Employer shall pay to the Trustees of the Omaha-Council Bluffs Sheet Metal Workers’ Vacation and Sick Benefits Fund for each hour worked by employees covered by this bargaining agreement including all overtime hours for all journeymen. Said payments shall be made in accordance with the provisions of the Vacation Plan and Trust Agreement. Vacations should be taken as provided in the Vacation Trust Fund, but there will be no mandatory vacation. (See Attached Current Wage Page For The Amount.) Apprentices may begin to voluntarily contribute on a semi-annual basis January 1st and July 1st.

Apprentices covered under this Agreement shall have the option of participating in Vacation and Sick Benefit deductions.

Section 8(e). Vacations should be taken at a time when mutually agreed upon by the Employer and employee. The Employee may take his vacation at any time after giving three (3) weeks notice of vacation starting date to his Employer, provided not more than two (2) employees or twenty per cent (20%) whichever is the greater number of employees, will be allowed to go on vacation at one time unless agreed to by the Employer.

Section 8(f). Each individual Employer agrees to carry Workmen’s Compensation and Unemployment Insurance in any state in which his employees work. Said Employer further agrees to furnish proof of same to the Union and the Signatory Employers within ten (10) days of signing this Agreement.

Section 8(g). Local Defined Contribution Plans - Local Pension: The Employer agrees to contribute to Sheet Metal Workers Local #3 Pension Fund for each hour worked by employees covered by this bargaining agreement by each journeyman and third and fourth-year apprentices. Payments shall be remitted to: Sheet Metal Workers Local #3 Pension Fund as directed by the Fund Trustees. (See Attached Current Wage Page For The Amount.)

Section 8(h). When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401 (k) plan where the work is performed to a 401 (k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund. This obligation is conditioned upon a suitable reciprocity agreement being agreed to by the trustees of such plans.

Section 8(i). The local union has established a Committee on Political Education (COPE). The purpose of the committee is to receive contributions and/or make expenditures to educate the membership for the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of one or more candidates or the qualification, passage or defeat of one or more ballot questions.

Participation is voluntary and shall be funded by the local union members at a rate of two cents (\$0.02) per hour for each hour worked through a check-off.

Section 9. Wages at the established rates specified herein shall be paid each week in the shop, or on the jobsite, or by direct deposit at or before quitting time on Friday of each week, and no more than three (3) days pay will be withheld. However, employees when discharged shall be paid in full either by check, cash, or direct deposit on the day of layoff.

Section 9(a). If employees are not notified of the Employer's intention to pay on the job, men will quit work in reasonable time to reach the shop not later than the usual quitting time or 4:30 p.m. to pick up their pay. When an employee is discharged, he/she shall be paid immediately by check, cash or electronic/automatic deposit, and if required to go to some other point or to the office of the Employer, he/she shall be paid for such time required for this purpose. If this occurs after regular working hours, he/she shall be paid at the overtime rate. When sheet metal workers quit of their own accord, they may be required to wait until the regular payday for all wages due.

Section 9(b). On out-of-town work, an employee may be paid by check, providing arrangements have been made for cashing checks without cost or delay, otherwise they must receive their wages in cash.

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

Section 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

Section 11(a). The Employer agrees, unless modified by Addenda, that none but journeyman sheet metal workers and registered apprentices in compliance with this Agreement will be employed on any work described in Article I. Local Union #3 retains the right, following fifteen (15) days written notice, to cancel a contract of any Employer not in compliance with Article VIII, Section 11. The Employer will be permitted to have not more than one owner, partner, or officer of the Company performing said work, provided at least one other journeyman is employed.

Section 11(b). Employer's signatory to this Agreement must establish and maintain a place of business with sheet metal fabrication facilities. This provision does not apply to sheet metal contractors who are primarily engaged in erection and installation of metal ceilings, metal buildings, metal decks, and/or wall paneling, metal toilet partitions, lockers, and shelving, or testing and balancing contractors or out-of-town sheet metal contractors entering the jurisdiction of Local #3 for erection or installation purposes only.

Section 11(c). Leadmen, Foreman, General Foremen shall be members of Local #3 and shall have general supervision and direction of the work. They shall be responsible for company tools and equipment only to the extent they report the loss or breakage of same to the Employer within forty-eight (48) hours. They shall use caution and discretion for the safety and care of the Employer's tools and equipment. They must exercise discretion when supervising men. They will comply with and cooperate in the implementation of tool control systems as established by the Employer providing there is no inconsistency with Article IX, Section 1(b). No working journeyman shall be required to be responsible for any other journeyman's work unless compensated extra as specified in Section 11(d) of this Article.

Section 11(d). (a) Where on any job there are three (3) or more journeymen, apprentices or pre-apprentices or any combination of for eight (8) or more consecutive working hours, one (1) will be a leadman, paid 6% above journeymen to even cents. Additional Leadmen will be appointed by the Employer when he/she determines they are needed to direct the sheet metal work on any job. (b) Leadmen will only be appointed on Apartment or Residential jobs when three (3) or more journeymen are working four (4) consecutive hours or more in or on the same building doing similar type work such as duct work or equipment installation or outside sheet metal work. Notwithstanding the provision of sub-section (b) if a man is required by the Employer to direct the work of other journeymen even if on dis-similar work as described herein, that man will be paid premium pay in accordance with sub-section (a).

Section 11(e). Power House Projects Only - Where on any job there are (3) three or more journeymen, apprentices, or pre-apprentices or any combination thereof, for eight (8) or more consecutive working hours, one (1) will be a Leadman, paid six (6%) percent above journeyman wage rate to the even cents. When the workforce reaches eleven (11) or more journeymen, apprentices, or pre-apprentices or combination thereof, one (1) shall be a Foreman and one (1) shall be a Leadman. Foreman will be paid ten percent (10%) above journeyman wage rate to even cents.

When the workforce reaches twenty (20) or more journeyman, apprentice, or pre-apprentices or combination thereof, one (1) shall be a General Foreman and one (1) shall be Foreman and one (1) shall be a Leadman. General Foreman will be paid fifteen percent (15%) above journeyman wage rate to the even cents.

Section 12. The Employer agrees to promote programs of industry education, training, 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 training and employment opportunities for employees. No part of these payments shall be used for political or anti-union activities.

Section 13. 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 Option. (See Attached Current Wage Page for the Amount.)

Section 14. 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 15. The Employer will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry twelve cents (\$.12) 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. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted to the office of the International Training Institute as designated by the Trustees of the Fund. The parties agree to be bound by the Agreement and Declaration 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.

Effective as of the date of this Agreement, the Employer will contribute to the National Energy Management Institute Committee, a jointly administered trust fund, three cents (\$.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund.

Effective as of the date of this Agreement, the Employer will contribute two cents (\$.02) per hour for each hour worked by each employee of the Employer to the Sheet Metal Occupational Health Institute Trust.

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

The parties agree to be bound by the separate Agreements and Declaration of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, and Declaration of Trust of all other local and national programs 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 made from time to time and hereby designate as their representative on the Board of Trustees such trustees as are named together with successors who may be appointed pursuant to said agreements.

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.

Section 16. The Sheet Metal Workers' Targeted Jobs Program was established to preserve and recover work for the sheet metal workers in the organized sheet metal/construction industry in the jurisdiction of the Local No. 3.

The Sheet Metal Workers' Targeted Jobs Program shall be funded by the Local Union Equality Fund. Each Employer shall pay to the Sheet Metal Workers' Equality Fund an amount according to Article VIII, Section 1(a) per hour for each hour worked through a check-off in compliance with the provisions of Section 302(c) of the Labor Management Act of 1947, as amended.

Each Employer shall pay to the Sheet Metal Workers' Equality Fund for apprentices covered under this Agreement an amount specified on the current wage page according to the apprentice's current percentage.

All Equality Fund hours, which are properly billed to the Union from the Employer by the end of each month, for targeted hours worked in the previous month, shall be paid on or before the 10th day of each month.

ARTICLE IX

Tools, Safety, Stewards, Workmen's Compensation and Unemployment Insurance

Section 1. Sheet Metal bargaining unit employees covered by this Agreement shall provide for themselves all necessary hand tools. This will not be construed to include power tools, Laser tools and battery operated tools or recognized accessories and attachments, nor will it include tools in excess of eighteen inches (18") in any one dimension or Whitney Punches in excess of nine inches (9") or items which are normally considered expendable or any of the following: testing instruments or gauges other than thermometers. Tools furnished by the employee or Employer shall be in compliance with the applicable Federal and State Safety Laws. If an employee declines to use a welding hood, hard hat or liner furnished by the Employer because of personal reasons he/she may elect to furnish and use his own, provided personal equipment meets all applicable Federal and State Safety Laws. The employee shall furnish, when required, his own safety shoes and prescription safety glasses.

BASIC HAND TOOL LIST FOR SHEET METAL WORKERS

-tinnners hammer	-scratch awl
-25' tape measure	-plumb bob
-standard screwdriver	-crimpers
-phillips screwdriver	-tri square
-right aviation tin snips	-torpedo level
-left aviation tin snips	-10" crescent wrench
-small bulldogs tin snips	-1/4" nut driver
-large bulldogs tin snips	-5/16" nut driver
-whitney punch	-dividers
-duct pullers	-set of Allen wrenches
-folders	-hack saw
-vice grips	-tool pouch
-"C" grips	

Section 1(a). The Employer shall furnish all safety equipment such as welding hoods, leathers, gloves, goggles and ear plugs to insure the protection and safety of the employee in the proper performance of his job, hard hats with liners when required by rules of the Employer or applicable Federal and State Safety Laws. Employer furnished safety equipment shall be clean, hygienic and in good working order. Employer will furnish Red Cross, OSHA approved First Aid kit.

Section 1(b). In the case of lost or stolen company tools, if negligence is admitted or proven against any employee, and after investigating all circumstances and hearing all parties concerned, and further provided the Employer has made adequate provision for locking same, the cost of tools may be deducted from any monies due employee as per decision of the Joint Adjustment Board Hearing.

Section 1(c). The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day only. The foregoing provision will also apply to an employee suffering a reoccurrence or effects of previous injury covered by Workmen's Compensation.

An employee who has returned to his regular duties after sustaining a compensable injury, who is required by the attending physician to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time to a maximum of eight (8) hours.

Section 1(d). If an employee has reported an injury, but because of negligence of the Employer, the report is not forwarded on to the insurance company, the Employer will be liable for all expenses and loss of time that would be due the employee had the report been forwarded, provided the employee has reported the injury in writing and form prescribed by the Employer and has obtained receipt thereof in form duplicate or other suitable form. Provided this does not circumvent any applicable Federal, State or Local Safety Laws.

Section 2. Sheet Metal bargaining unit employees 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 shall 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.

Tools furnished by the Employer to the employee for his use and care such as one-fourth inch (1/4") to three-eighths inch (3/8") electric drills or battery drills, a single extension cord not to exceed one hundred (100) feet, Whitney Punch not to exceed twenty-four inches (24"), saws all, skill saw and such other tools of this size and nature may be considered as personal tools. An employee may not be required as a condition of employment to transport these company furnished tools.

Section 2(a). The Business Manager of the Union shall have free access to any shop or job where members of this bargaining unit are employed to interview members of the Union, Foreman, General Foreman, Leadman or Employer for any business in connection with the performance of this office.

Section 2(b). Stewards may be appointed on jobs and in shops and such stewards shall have authority to require the observance of working rules and union conditions in such shop or job. A shop or job Steward shall be the last man laid off or required to transfer to another job in event of work shortage other than the shop foreman or job leadman provided he/she is qualified to do the work regularly or normally assigned to a mechanic. In case a Steward is laid off and the Union considers it unjust, the Union has the right to call a Joint Adjustment Board meeting within thirty (30) hours. Stewards must avoid any unnecessary disturbance of the procedure of the 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. The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provision of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. 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 Employer's 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 Steward's 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 Local Union #3's Office. An ID card shall be issued to the Steward as Local Union #3 deems necessary.

ARTICLE X

Grievances, Joint Adjustment Board Proceedings and No Strike Clause

The Union and the Employer, whether party to this Agreement independently or as a member of multi-employer bargaining unit, agree to utilize and be bound by either this Article or Article X-A.

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 a duly authorized representative of the Union, if possible. Both parties may participate in conferences through representation of their choice.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievances, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

Section 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board in the area in which the 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 Section 3 and 5 of this Article. The Board shall consist of an equal number of representatives of the Union and of the signatory Employers, and both sides shall cast an equal number of votes at each meeting. The signatory Employers, on their 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 a mutual agreement of the parties.

Section 2(a). The Local Joint Adjustment Board will consist of four (4) members of Local Union #3 and four (4) signatory Employers, each party to designate its respective representative on such Board to the other within fifteen (15) days from the execution of this Agreement. The Board shall select one of its members to act as Chairman, and another to act as Secretary. When, in any year, the Chairman of the Local Joint Adjustment Board is a representative of the Union, the secretary shall be a representative of the Employers or vice versa. The Board shall hold such meetings as may be requested upon the call of the Chairman or upon the request of any three (3) members of either the representatives of the Union or the Employers. At no time shall the total votes cast by either side exceed the number of members present for the side having the smaller representation.

All procedures will be as shown in the "Procedural Rules of the National Joint Adjustment Board of the Sheet Metal Industry" eleventh Edition, 1990 book and any revisions of this book shall be included in this contract.

Section 2(b). If disciplinary action is invoked by an Employer against a Steward, or officer of the Union acting as Steward, the Union shall have the right to call an immediate Joint Adjustment Board Meeting in which case the Joint Adjustment Board will meet within thirty (30) hours of said request.

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

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

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

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

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

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

Section 8. Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice of reopening of this Agreement as provided in Article XII thereof.

*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P. O. Box 220956, Chantilly, VA22022-0956, or 4201 Lafayette Center Drive, Chantilly, VA22021-1209.

ARTICLE X-A

In lieu of the foregoing procedures Article X relating to grievances and arbitrations, the Employer may elect for the parties, Employer and Union, to be bound as follows:

Section 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representation of their choice.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

Section 2. Grievances not disposed of under the procedures prescribed in Section 1 of this Article (Article X-A), because of a deadlock, or failure of such Employer/Union to act, shall be referred to arbitration should the Employer or Union elect.

Section 3. Notice of such referral to arbitration shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article.

Section 4. The parties shall endeavor to agree upon an arbitrator but if such agreement has not been reached within five (5) regularly scheduled working days after request for arbitration is served, the Federal Mediation and Conciliation Service (F.M.C.S.) shall be requested to submit the names of seven (7) disinterested person's qualified and willing to act as impartial arbitrators. From such list the Employer and the Union shall alternately strike names until one name remains on the list and that individual shall be designated as the impartial arbitrator.

Section 5. The decision of the arbitrator shall be final and binding on all parties.

Section 6. 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.

Section 7. The aforementioned time limits may be extended by mutual consent of the parties.

Section 8. The fee of the arbitrator shall be borne equally by the Employer and the Union; however, each party shall be responsible for the expenses of its own representatives and witnesses.

Section 9. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article.

Section 10. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of the arbitrator, a party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. Should the party seeking to enforce an award prevail in litigation, such party shall be entitled to its costs and attorney fees in addition to such other relief as directed by the courts.

Section 11. Any agreement made between the Employer or his designated representative and an employee covered by this agreement, in settlement of an alleged grievance without the presence of the Local Union Business Manager or his designated representative, shall not serve as a precedent for future grievances for or against either party.

Section 12. The parties by mutual consent may request grievance mediation for alleged grievances and/or disputes per the Mediator Guidelines for Grievance Mediations – F.M.C.S. Bulletin W-4: 7/90 provided by the F.M.C.S.

It is understood such outcome of this procedure shall not be binding on either party without mutual consent. In applying this section it is further understood either party may elect to exercise the option to take said grievance or dispute to arbitration as provided in this Agreement.

Section 13. It is agreed that in lieu of all the aforementioned, any alleged grievance or dispute with the Employer on any work the Employer performs, secures or is held responsible for, covered by this collective bargaining agreement and/or the jurisdictional claims of the Sheet Metal Workers' International Association Constitution and Ritual, outside of the Local Union's geographical jurisdiction, shall be governed by the Sheet Metal Workers' International Association Standard Form or Local Union Agreement applicable to the Building Trades in its entirety in effect at the time of such incident.

Section 14. Nothing shall preclude the parties from utilizing Section 13 of this Article in its entirety in any dispute or difference by mutual consent of all the parties.

ARTICLE XI

Apprentices

Section 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of eight (8) members, four (4) of whom shall be selected by the Employer, and four (4) by the Union. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

The implementation and enforcement of the foregoing provisions is the responsibility of the Joint Apprenticeship and Training Committee.

Any Employer found in violation of this Agreement by the Joint Adjustment Board may lose his right to have apprentices.

Section 1(a). A local training fund for the training of apprentices and journeymen will be paid into by the Employer at the rate (See Current Wage Page) per hour for each hour worked by all journeymen and apprentices covered by this agreement. The Joint Apprenticeship and Training Committee shall be Trustees of this jointly administered fund. If during the term of this agreement the JATC determines a need to increase the Training Fund, the increase will be upon approval of the union membership and come from the current wage package.

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

Section 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the National Training Fund and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry.

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

Section 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each two (2) journeymen regularly employed throughout the year and thereafter one (1) apprentice for each additional three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

1. The actual number of journeymen employed by the Union in the twelve (12) calendar months preceding this application using the average number of journeymen employed in each month as indicated on MoKan Welfare reports.
2. The Union's potential ability to maintain the required number of journeymen "regularly employed" throughout the twelve (12) months immediately following the application, it is the Union's responsibility to furnish any evidence the Committee requires in this respect.
- 2(a). Paragraphs 1 and 2 will be used by the Joint Apprenticeship and Training Committee in determining the number of apprentices to indenture.
3. If current shop levels of three (3) journeymen to one (1) apprentice entitle an Employer to more apprentices and there are no apprentices available, a pre-apprentice may be used only to do work that the pre apprentice is allowed to do under the contract Addendum #2. If the current shop levels of three (3) journeymen to one (1) apprentice fall below three (3) journeymen to one (1) apprentice, the pre-apprentice must be laid off. Section 4 will be used in determining the number of apprentices the Employer is entitled to.

Section 4(a). Apprentices will not be indentured or assigned except by the Joint Apprenticeship and Training Committee.

Section 4(b). Under the supervision of the Joint Apprenticeship and Training Committee, apprentices may be rotated each year of their five (5) years of apprenticeship.

Section 5. All applicants for apprenticeship shall be eighteen (18) years of age and each apprentice shall serve an apprenticeship of five (5) years and such apprentice shall not be put in charge of work on any job and shall work under the supervision of a journeyman until the apprenticeship term has been completed and they have qualified as journeymen, except that an apprentice in his fourth year will be allowed to work on a job by himself to gain additional self-confidence before graduation. New apprentices may not be hired on temporary contracts where normal conditions do not prevail for continued employment for such apprentices. The fifth year apprentices will be counted in the ratios. Any apprentice that has completed training but has not passed a licensing exam will not be counted in the ratios.

Section 6. A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established taxable wage rate of journeymen sheet metal workers.

First year, first half.....	45%	First year, second half.....	50%
Second year, first half.....	55%	Second year, second half..	60%
Third year, first half.....	65%	Third year, second half....	70%
Fourth year, first half.....	75%	Fourth year, second half...	80%
Fifth year, first half.....	85%	Fifth year, second half.....	90%

Section 6(a). All sheet metal apprentices receive these hourly rates on dates specified according to their pay period. They shall receive raises on July 1 and January 1 of each year, provided their schooling and on-the-job training is satisfactory to the Joint Apprenticeship and Training Committee.

The effective date of any pay increase shall be moved to July 1st and January 1st.

Section 7. The Local Union will establish the SMWIA Youth to Youth Program (the Program) and the procedures to enable all apprentices to participate in the Program. The activities of the Program that deal with organizing and other traditional union activities shall be funded by the Local Union Members at the rate of twelve cents (\$.12) per hour for each hour worked through a check-off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same. If during the term of this agreement the Union determines a need to increase the Youth to Youth Fund the increase will be upon approval of the Union membership and come from the current contract rate.

Section 8. Both the Contractors and the Union recognize that there have been many changes and advances in OSHA laws, hazardous material laws and governmental standards which require employee training. The Union shall provide mandatory training for all journeymen and apprentice members of Local #3 and this shall include CPR, First Aid and Construction Safety and Health (10 hour OSHA). The Joint Apprentice Training Committee will pay the cost of instructors for OSHA, First Aid, CPR Training and continuing education classes. Eight hours of continuing education will be required for each Journeyman every two years. Training will be mandatory for all

members of Local #3. All future pay increases will be tied to compliance of the above by individual. Documentation to be provided by Local 3.

ARTICLE XII

New Proposals, Negotiations, and Re-openings

Section 1. This Agreement and all Addenda Numbers One through Six attached hereto shall become effective on the 1st day of July, 2013 and remain in full force and effect until the 30th day of June, 2014 and shall continue in full force year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice.

Section 1(a). New proposals for a new agreement will be submitted in writing within ninety (90) days of expiration date of this Agreement by either party if changes are desired.

Section 1(b). This Agreement may be reopened by mutual consent between the Employer and the Union for the purpose of making specific alterations or deletions.

Section 1(c). The Employer and the Sheet Metal Workers' International Association Local No. 3 recognize each other and their successors as the Collective Bargaining Agents in determining wages, working conditions and other benefits and regulations governing employees who perform any of the duties described in this Agreement.

Section 1(d). The Employer agrees to give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferee, or lesser executes a contract or transaction. The Union shall be advised to the exact nature of the transaction not including financial details.

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.

Section 3. The Business Manager shall furnish the Employer with a list of new contractors who have signed a Labor Agreement with Local #3 by the 10th of each month. This list must include all contractors' names, firms' names and addresses, stating how many sheet metal bargaining unit employees are employed.

In witness whereof the parties hereto affix their signatures and seal this _____ day of _____, 2014.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II
Title: Business Manager

«Company_Name»

«Address_Line_1»

«City_State_ZIP»

ADDENDUM #1

SERVICE

Section I. This Addendum #1 covers rates of pay, tools, rules and working conditions of Sheet Metal Workers' bargaining unit employees of the Employer engaged in the repairing and servicing of all heating and air conditioning systems as defined in Article I Section 1 and Article I Section 1(e) of the Standard Form of Union Agreement (as amended). Otherwise all terms and conditions of the Standard Form of Union Agreement (as amended) not inconsistent with this Addendum will apply.

Section II. The Employer agrees that none but Sheet Metal bargaining unit employees shall be employed on any job described in Section 1 of this Addendum.

Section III(a). The workweek shall consist of a scheduled forty (40) hours per week. All work performed over forty (40) hours per week or over eight (8) hours per day or prior to 6:00 a.m. or after 6:00 p.m. Monday through Friday be compensated at one and one-half (1-1/2) times the taxable portions of the regular hourly wage rate. Scheduled split shifts will not be permitted under the provisions of this Addendum.

Section III(b). Servicemen will be required to abide by a scheduled on-call emergency service rotation. Servicemen are to receive one (1) hour minimum pay on all after hour calls but not less than full pay portal to portal.

BASIC TOOL LIST

- Tool bag or bucket
- 9 piece hex key set (folding)
- 9 piece long arm hex key set-6" diagonal wire cutters
- 1/4" nut driver
- 5/16" nut driver
- 3/8" nut driver
- 8" long slot screwdriver
- 6" long slot screwdriver
- 8" Phillips screwdriver
- 6" Phillips screwdriver
- Thermostat screwdriver with slot & Phillips
- stubby slot driver
- 9 piece combination wrench set of 1/4, 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16 & 3/4
- 1/4" socket set
- 3/8" socket set
- utility knife
- 4" adjustable wrench
- 6" adjustable wrench
- 8" adjustable wrench
- 12" adjustable wrench
- 10" channel lock pliers
- 6" long needle nose pliers
- 7" side cutting lineman pliers
- multi-purpose crimping tool
- flat bastard file
- hack saw
- red aviation snip
- green aviation snip
- 6" scratch awl
- Hammer
- fan blade puller
- Torpedo level
- telescoping inspection mirror
- 16' measuring tape
- refrigeration valve wrench ratchet
- pocket thermometer
- 1/8"-5/8" tube cutter
- 1/8"-1 1/8" tube cutter
- flaring & swaging tool

Section IV. Service employees may be allowed to use their automobiles to make emergency service calls. All employees who use their own automobile shall be paid mileage at the current Internal Revenue rate and a minimum charge of seven (7) miles per one way trip.

Section V(a). The regular basic hourly wage rate for journeymen sheet metal workers covered by this Addendum shall be one hundred percent (100%) of the rate specified in the Standard Form of Union Agreement (as amended).

Section V(b). Apprentices covered by this Addendum shall be paid on a percentage basis as outlined in Article VIII of the Standard Form of Union Agreement (as amended). The apprentice ratio for service work shall be as follows: For the first one (1) journeyman generally engaged in service work seventy-five percent (75%) of his working time as an average throughout the calendar year or any part thereof, an Employer is entitled to employ one (1) apprentice; for the first four (4) journeymen, the Employer will be entitled to employ two (2) apprentices; thereafter, the Employer will be entitled to employ one (1) apprentice for every three (3) journeymen, provided the need, selection, placement and training of all Service Apprentices are to be governed by the local Joint Apprenticeship Committee.

Section V(c). An apprenticeship shall be five (5) years as provided for and regulated by Article XI of the Standard Form of Union Agreement (as amended), and the Apprenticeship Committee shall establish all rules, regulations and training programs for the apprentice. Any apprentice will be allowed to perform the following on residential and commercial heating and air conditioning systems without supervision:

1. Clean, replace or adjust filters, blowers, motors, bolts, belts, pulleys, controls, humidifiers and coils.
2. Adjust registers, dampers, and burners.
3. Replace compressors.
4. Charge air conditioning systems.

A fourth year apprentice may perform service on any type of heating and air conditioning system without supervision.

Section V(d).The JATC will provide for the apprentice training in the servicing of heating and air conditioning systems. If said training programs are not available through the union, a reimbursement of a minimum of 50% will be given to the Employer for apprentice training approved by the JATC. In addition, the apprentice will receive related sheet metal training (Subject to Section VII of this Addendum). The Employer agrees that at least once a year during the four (4) year training course, the apprentice will be sent to a factory service training course and the Employer agrees to pay the expense of that training which shall include tuition, room, board, and transportation expense to and from training course site. The Employer will not be obligated to pay wages or travel time pay to and from or while at the training course site. All apprentices covered by this Addendum are obligated to attend factory service training courses. Factory service training courses will not exceed five (5) working days excluding time for travel. No pay or expenses shall be paid to attend local training.

Section VI. The Employer agrees to contribute to all funds in the amount specified in the Standard Form of Union Agreement (as amended). Apprentices may voluntarily contribute to the vacation fund on a semi-annual basis January 1st and July 1st.

Section VII. Should the Employer be found not to have paid wages, hours, and working conditions for work other than that work defined in Section I of this Addendum, then he/she shall be required to pay back the pay for that work which he/she is found not to have paid wages, hours, and working conditions and in addition to the back pay, he/she must pay be reason of said determination, an amount equal to one hundred percent (100%) of back pay he/she is found to owe as a penalty for his failure to comply with the terms and provisions of the Standard Form of Union Agreement (as amended). Said amount to be paid to the employee or employees in proportion to the amount of back wages to which they are found to be entitled. Any determination for back pay or penalty shall be made pursuant to the provision of Article X of the Standard Form of Union Agreement (as amended).

Section VIII. Journeyman employees governed by this Addendum may be employed on sheet metal work other than that described in Section I herein, provided that all terms and conditions of the Standard Form of Union Agreement (as amended) apply in lieu hereof. Apprentices governed by this Addendum may be employed on sheet metal work other than that described in Section I herein to a maximum of twenty-five percent (25%) of all hours in any given calendar month, provided all the terms and conditions of the Standard Form of Union Agreement (as amended) apply.

Section IX. It is not a requirement that an Employer be signatory to this Addendum in order to be signatory to the Standard Form of Union Agreement (as amended).

Section X. This Addendum signed this _____ day of _____ 2013, will still remain in full force and effect during the duration of the Standard Form of Union Agreement (as amended).

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II
Title: Business Manager

«Company_Name»

«Address_Line_1»

«City_State_ZIP»,

**ADDENDUM #2
PRE-APPRENTICE**

Section 1. The purpose of this Addendum shall be to provide for the hiring of pre-apprentices as provided herein who shall be governed by the provisions of this Addendum. While serving as a pre-apprentice it shall be the intent of the Union and the Employer that the pre-apprentice shall be selected with the intent to determine qualifications for entering the Apprenticeship Program as provided for in this Agreement.

Section 2. The ratio of pre-apprentices shall be one (1) pre-apprentice for each three (3) journeymen regularly employed by the Employer.

Section 2(a). Pre-apprentices shall be under the supervision of a journeyman at all times.

Section 2(b). Any employer found in violation of this Agreement by the Joint Adjustment Board may lose his right to have pre-apprentices.

Section 3. In the shop and field a pre-apprentice must be under the supervision of a journeyman at all times. In the field a pre-apprentice may perform all work including all items as stated in Section 3(a) except welding and job site fabrication.

Section 3(a). Pre-apprentices shall be allowed to perform the following work in the shop:

1. Drive truck
2. Load and unload
3. Make drives and S's
4. Duct lining
5. Assist on large power equipment
6. Assemble including ductmate, nexus connection
7. Dope and paint
8. Use cutoff saw for D's, S's duct material and angle iron
9. Shear during clean up
10. Pittsburg and snaplock
11. Grinders
12. Beader for stiffening square or rectangular duct only
13. Unload plasma machine only to assist
14. Maintain and deliver tools
15. Clean up

Work activities covered by this agreement that are not listed above may not be done by pre-apprentices.

Section 4. In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's request to furnish a pre-apprentice within forty-eight (48) hours, the Employer may hire such employee and refer them to the Union. All pre-apprentices must obtain a referral card from the Union Hall before reporting to work for an Employer.

Section 5. The Employer shall furnish the Union with a list at the end of each month of all pre-apprentices employed by them during the month with the hours worked. This list will be sent to the Union at the same time the Employer sends in the monthly fringe benefit forms.

Section 6. The minimum wage scale for a pre-apprentice shall be ten dollars (\$10.00) per hour.

Section 7. Each Employer shall be allowed one (1) truck driver/loader who shall not be counted as a pre-apprentice. The truck driver/loader will not be allowed to do the work of the pre-apprentice. The truck driver/loader shall be allowed to load and unload material and clean up only. All truck driver/loaders shall obtain a written referral from the office of Local #3 before starting to work.

This Addendum signed this ____ day of _____ **2014** shall remain in full force and effect for the duration of the Basic Agreement.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II
Title: Business Manager

«Company_Name»
«Address_Line_1»
«City_State_ZIP»,

**ADDENDUM #3
PAYMENT TO ALL FUNDS**

Section I. Failure of any Employer covered hereby to make full and prompt payment to any Fund established and created by this collective bargaining agreement, in the manner and on the date stipulated, shall be deemed a violation of this Agreement. The obligation of each Employer covered hereby, which is several and not joint, to so pay such sums shall be a direct and continuing obligation of said Employer during the life of this Agreement.

Section II. Notwithstanding anything contained herein or contained in the collective bargaining agreement between the parties hereto to the contrary, it is agreed that in the event the Employer covered hereby is delinquent in the payment of his contribution to any Fund established and created by this collective bargaining agreement in accordance with rules and regulations of the Trustees of such Trust Fund for a period of ten (10) days the employees of such Employer or the Union shall have the right to resort to legal or economic recourse as they deem necessary until such delinquent payments are made and any such action shall not constitute a violation of either this Agreement or the collective bargaining agreements referred to herein; and it is further agreed that in the event such action is taken, the delinquent Employer shall be responsible to the employees of such Employer for loss resulting there from.

Section III. All funds are due on the 10th of each month for the preceding month. Funds not received by the 20th of the month for preceding month will be considered delinquent and a service charge equal to 10% of the delinquent amount shall be imposed for failure to pay in accordance with the collective bargaining agreements. In addition, interest at a rate of 1% per month of the unpaid amount will be imposed upon the delinquent employer from the delinquent date.

The Employer hereby agrees to pay any collection costs necessary on delinquent payments of all fringe benefits if more than ten (10) days in arrears.

This Addendum signed this _____ day of _____ **2014** shall remain in full force and effect for the duration of the Basic Agreement.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____
James N. Waugh II
Title: Business Manager

«Company_Name»
«Address_Line_1»
«City_State_ZIP»,

**ADDENDUM #4
BEYOND SEVENTY (70) MILE FREE ZONE
JOBSITE HIRING**

Preamble: This Addendum shall govern the hiring of employees and rates of pay, rules, and working conditions of all employees on all jobs (other than electric generating power plants furnishing power for public consumption, missile bases, anti-missile bases or complexes) outside the seventy (70) driving miles by shortest all weather roads from the Union Hall as provided in Section 1(a) of Article VII of the Standard Form of Union Agreement (as amended).

This addendum is solely intended to place signatory contractors in a competitive position to successfully bid work they are not now performing and will not be implemented in such a manner as to deprive present employees of job opportunities.

Section I. On all jobs located outside a free zone of seventy (70) miles from the Union Hall employees may be hired by the Employer on the jobsite. The Employer will furnish at least one (1) journeyman sheet metal worker to the jobsite from Local #3 jurisdiction prior to the hiring of any other employees on the jobsite. The Employer may furnish more than one (1) journeyman sheet metal worker or apprentice from his home shop. The names of the journeyman sheet metal workers or apprentices furnished from the home shop or Local Union #3 jurisdiction shall be sent in writing to the Business Manager of Local Union #3 of the SMWIA, and those employees shall be exempt from the provisions of this Addendum and shall be governed by the Standard Form of Union Agreement (as amended). Nothing contained in this Addendum shall supersede the apprenticeship and training standards or the authority of the Joint Apprenticeship Training Committee established by the SFUA (as amended).

Section II. On all jobs outside the Seventy (70) driving miles by shortest all weather roads from the Union Hall compensation including wages, travel time, transportation, subsistence and fringe benefits, for those employees hired at the jobsite as provided in this Addendum, shall not be governed by the provisions of the Standard Form of Union Agreement (as amended) for assembling, handling, erection and installation and other work ordinarily or necessarily performed in the field and the jobsite. Fabrication work for such jobs will not be allowed by such employees under the provision of this Addendum other than corrective work on material originally fabricated in the home shop. Notwithstanding this Addendum original fabrication shall be as provided by the SFUA (as amended).

Section III. On all jobs located outside the seventy (70) driving miles by shortest all weather roads from the Union Hall employees hired at the jobsite who are members of the SMWIA who are participating in any or all of the fringe benefits covered by Article VIII Section 8(a) and Section 8(b), Health and Welfare, Article VIII Section 8(c) and Section 8(d) Vacation and Sick Benefits, Article VIII Section 14, Pension, will be covered by all said Articles and Sections and participate in all the said fringe benefits regardless of the other provisions of this Addendum. All other employees hired at jobsite may elect to have health and Welfare, pension and vacation contributions deducted from their wages, or in lieu thereof, execute in writing a waiver of such benefits and provide their own health and welfare, pension and vacation.

Section IV. On all jobs located outside the seventy (70) driving miles by shortest all weather roads from the Union Hall the Employer agrees to notify the Business manager of Local #3 of the SMWIA in writing of a confirmed contract on work covered herein within fifteen (15) days after such agreement is executed, but in any event prior to the commencement of work, whichever date first occurs and at that time the Employer and the Business Manager of Local #3 will meet to confirm the intended minimum jobsite hiring journeyman wage rate and the Employer's manpower needs. In no event will there be more than one jobsite hiring journeyman wage rate for journeyman eligible for fringe benefits described in Section III of this Addendum.

Section V. On work excluded from the Preamble of this Addendum such as electrical generating plants furnishing power for public consumption, missile basis, and anti-missile bases or complexes, rates of pay, rules, and working conditions may be negotiated by mutual agreement between the Business Manager of Local #3 SMWIA and the Signatory Employer, or otherwise will be in compliance with the Standard Form of Union Agreement (as amended).

Section VI. This Addendum shall remain in full force and effect during the duration of the SFUA (as amended) and shall continue in force year to year thereafter unless written notice of cancellation or desire to change said Addendum by either party is given no less than thirty (30) days prior to written notice or anniversary date. In any event any work bid prior to written notice or anniversary date by the Employer signatory to SFUA (as amended) will continue to be covered by the provisions of this Addendum.

This Addendum signed this ____ day of _____ **2014** shall remain in full force and effect for the duration of the Basic Agreement.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II

Title: Business Manager

«Company_Name»

«Address_Line_1»

«City_State_ZIP»,

ADDENDUM #5
Jury Duty

The Employer agrees to pay any employee selected to serve as a Juror, the difference between their regular daily wages and the amount received for such service.

The employee agrees to notify the Employer as soon as possible after he/she receives notice to serve as a juror.

If the Jury Commissioner releases the prospective juror on a given day at such a time that would reasonably afford the prospective juror the opportunity to report to his Employer for work for the remainder of his normal work day, the Employer may require him to report to work.

If LB 234 of 1979 is repealed, this Addendum shall be void.

This Addendum signed this ____ day of _____ **2014** shall remain in full force and effect for the duration of the Basic Agreement.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II
Title: Business Manager

«Company_Name»
«Address_Line_1»
«City_State_ZIP»,

ADDENDUM #6
Harmony Clause-Principle of Unionism

Section 1. The Union recognizes that where the Employer must sign a Construction Contract which includes a “Harmony Clause”, should a work stoppage occur, it shall not be a violation of this Agreement if the Employer completes the work involved with employees not subject to the provisions of this Agreement, unless the work stoppage is a result of a violation of this Agreement by the signatory Employer.

Section 2. Members of this Union recognize the principle of Unionism of good Union men to refuse to cross authorized picket lines, and it shall not be a violation of this Agreement for employees to exercise individual rights and may refuse individually to cross authorized picket lines.

Section 3. It is agreed that during the entire period of this contract the Employer shall not lockout its Employees; and the Union shall not authorize, sanction or engage in any strike, stoppage or suspension of work against this signed Employer except for violation of this Agreement.

This Addendum signed this _____ day of _____ **2014** shall remain in full force and effect for the duration of the Basic Agreement.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS’
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II
Title: Business Manager

«Company_Name»

«Address_Line_1»

«City_State_ZIP»,

JOB PARTICIPATION AGREEMENT

The undersigned Employer agrees to be bound by the terms and provisions of a collective bargaining agreement entered into between the Sheet Metal Workers' International Association Local Union No. 3 of Omaha, Nebraska, hereinafter referred to as Union, and the _____, hereinafter referred to as the Association or Employer covering the period of _____ through _____ and to continue and maintain current working conditions, fringe benefits, and wages as set out in said Agreement for the duration of the following project while in the jurisdiction of said Agreement.

Project:

In the event the Employer fails to abide by the wages, hours, and working conditions specified in said Agreement on the due date thereof, then the Union reserves the right to engage in legal and economic recourse, without notice against the Employer and notwithstanding any other provisions of any collective bargaining agreement executed between the Association and the Union and/or between the Employer and the Union.

Should the job or project last beyond the duration of the Agreement between the Association and the Union and/or between the Employer and the Union, then the Employer agrees to be bound by all amendments, modifications, and changes executed by the Association and the Union and/or between the Employer and the Union for said job or project only retroactive to the termination date of the prior Agreement.

Dated this _____ day of _____, **2014**.

FIRM:

By: _____

Title: _____

LOCAL UNION #3
SHEET METAL WORKERS'
INTERNATIONAL
ASSOCIATION

By: _____

James N. Waugh II
Title: Business Manager

«Company_Name»
«Address_Line_1»
«City_State_ZIP»,