

SHEET METAL | AIR | RAIL | TRANSPORTATION



## **AGREEMENT**

**FOR**

**SHEET METAL, ROOFING, VENTILATING AND  
AIR CONDITIONING CONTRACTING  
DIVISIONS OF THE  
CONSTRUCTION INDUSTRY  
BETWEEN**

**SMACNA OF OKLAHOMA, INC.  
AND INTERNATIONAL ASSOCIATION OF SHEET METAL,  
AIR, RAIL and TRANSPORTATION WORKERS' LOCAL  
UNION 270 TULSA, OKLAHOMA AND ADDENDUM TO  
STANDARD FORM OF  
UNION AGREEMENT**

EFFECTIVE

**JUNE 1, 2021 - MAY 31, 2024**



**STANDARD FORM OF UNION AGREEMENT**

**For**

**SHEET METAL, ROOFING, VENTILATING AND**

**AIR CONDITIONING**

**CONTRACTING DIVISIONS**

**BETWEEN**

**SMACNA OF OKLAHOMA, INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL and  
TRANSPORTATION WORKERS'  
LOCAL UNION 270**

**Tulsa, Oklahoma**

**Effective June 1, 2021– May 31, 2024**

IT IS HEREBY AGREED by the signatory parties that the provisions set forth in this Addendum to the Standard Form of Union Agreement are to become part of said Agreement, Form A-01-05.

fe  
20

**CONTENTS**

**STANDARD FORM OF UNION AGREEMENT**

ARTICLE I - Scope of Agreement ..... 1

ARTICLE II - Subcontracting ..... 1

ARTICLE III - Men Employed..... 1

ARTICLE IV - Furnishing Workmen.....2

ARTICLE V- Union Membership .....2

ARTICLE VI - Workday, Holidays, Overtime & Shift Work.....3

ARTICLE VII - Transportation, Travel Limits & Expenses .....3

ARTICLE VIII - Wages, Outside Local 270 Area, Welfare, Payday, Industry Fund, ITI,  
SMOHIT, NEMIC..... 4

ARTICLE IX - Tools, Transportation ..... 8

ARTICLE X - Grievance Procedure..... 8

ARTICLE XI - Apprenticeship..... 11

ARTICLE XII - Helpers ..... 12

ARTICLE XIII - Classified Workers..... 13

ARTICLE XIV - Tenure of Agreement..... 13

ARTICLE XV - Discrimination ..... 13

ARTICLE XVI ..... 13

CONTENTS

ADDENDUM TO STANDARD FORM OF UNION AGREEMENT

ADDENDUM 1      SECTION 1    Employer Working ..... 16

ADDENDUM 2      SECTION 1    Furnishing Workmen..... 16

                     SECTION 2    Hiring Apprentices ..... 16

                     SECTION 3    Out Of Work List..... 16

                     SECTION 4    Men Who Were Fired For Cause..... 16

                     SECTION 5    Referral Procedure..... 16

                     SECTION 6    Termination Slips... .. 16

                     SECTION 7&8 Specialty Workers. .... 16

                     SECTION 9    Specialty Workers Wage Package... .. 17-19

ADDENDUM 3      SECTION 1    Starting Time... .. 20

                     SECTION 2    Breaks... .. 20

                     SECTION 3    Overtime... .. 20

                     SECTION 4    Meal Time... .. 21

                     SECTION 5    Residential Service Overtime... .. 21

                     SECTION 6    Service Work Overtime..... 21

ADDENDUM 4      SECTION 1    Holidays..... 21

ADDENDUM 5      SECTION 1    Shift Work..... 21

ADDENDUM 6      SECTION 1    Free Zone Area..... 22

                     SECTION 2    Parking One Quarter Mile From Work Site ..... 22

                     SECTION 3    Downtown Parking..... 22

ADDENDUM 7      SECTION 1    Beyond Free Zone Area..... 22

                     SECTION 2    Travel Time... .. 22

                     SECTION 3    Mileage..... 22

JK  
BT

	SECTION 4	Subsistence .....	22
	SECTION 5	Jobsite Shop.....	23
	SECTION 6	Subsistence Option .....	23
ADDENDUM 8	SECTION 1	Hourly Wage and Fringe Benefit Structure .....	24-26
ADDENDUM 9	SECTION 1	Local 270 Jurisdiction Map .....	27
ADDENDUM 10	SECTION 1	Payroll Deductions... ..	28
	SECTION 2	Direct Deposit.....	28
ADDENDUM 11	SECTION 1	Hand Tools Insurance.....	28
	SECTION 2	Hand Tools Requirement.....	28
ADDENDUM 12	SECTION 1	Clarification and Interpretation... ..	29
ADDENDUM 13	SECTION 1	Accelerated Training .....	29
	SECTION 2	Recommended Number Apprentices.....	29
ADDENDUM 14	SECTION 1	Apprentice Ratio.....	29
ADDENDUM 15	SECTION 1	Helper Ratio... ..	29
ADDENDUM 16	SECTION 1&2	Savings Clause Conformity with all State and Federal Laws, Government Rules and Regulations.....	30
ADDENDUM 17	SECTION 1	Authority .....	30
	SECTION 2	Foreman, General Foreman, Superintendent Rate of Pay .....	30
	SECTION 3	Foreman Ratio .....	30
	SECTION 4	Ratio.....	31
ADDENDUM 18	SECTION 1	Shop Steward.....	31
ADDENDUM 19	SECTION 1	Collection of Fringe Benefits .....	31
	SECTION 2	Payment of Fringe Benefits... ..	32
	SECTION 3	Bonding .....	32
ADDENDUM 20	SECTION 1	Vacation Fund... ..	33
	SECTION 2	Computing Vacation Funds.....	33

	SECTION 3	Vacation Time.....	34
ADDENDUM 21	SECTION 1	Health and Welfare Fund.....	34
ADDENDUM 22	SECTION 1	Apprenticeship and Training Fund.....	35
ADDENDUM 23	SECTION 1	Local Industry Fund... ..	35
ADDENDUM 24	SECTION 1&2	Pension Fund... ..	36-37
ADDENDUM 25	SECTION 1	P.A.L... ..	37
ADDENDUM 26	SECTION 1	Resolution 78.....	37
ADDENDUM 27	SECTION 1	Light Commercial Agreement.....	38
ADDENDUM 28	SECTION 1	Pinpointed Jobs.....	38
ADDENDUM 29	SECTION 1	First Year Journeyman.....	38
ADDENDUM 30	SECTION 1	Bosun Chair & Swinging Scaffold.....	38
ADDENDUM 31	SECTION 1	Injured Workmen... ..	39
ADDENDUM 32	SECTION 1	Employer Insurance Requirements.....	39
ADDENDUM 33	SECTION 1&2	Work Opportunities.....	39
ADDENDUM 34	SECTION 1	Heated Break, Change and Lunch.....	40
ADDENDUM 35	SECTION 1	Organizing Youth-to-Youth Fund... ..	40
ADDENDUM 36	SECTION 1	401K Fund... ..	40
ADDENDUM 37	SECTION 1	Clothing.....	40
ADDENDUM 38	SECTION 1	Signatory Employers... ..	40
ADDENDUM 39	SECTION 1	Substance Abuse Testing.....	41
ADDENDUM 40	SECTION 1	Personal Communication Devices.....	41
ADDENDUM 41	SECTION 1	Continuing Education.....	41
Exhibit A		“Code of Excellence Termination Form”... ..	43
Exhibit B		“Memorandum of Understanding off Wage Equalization”.....	44
Exhibit C		“Memorandum of Understanding” Employer Insurance Requirements.....	45

**STANDARD FORM OF UNION AGREEMENT**

**SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING  
DIVISIONS OF THE CONSTRUCTION INDUSTRY**

Agreement entered into this 1st day of June, 2021, by and between SMACNA of OKLAHOMA, Inc., hereinafter referred to as the Employer, and Local Union No. 270 of INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL and TRANSPORTATION WORKERS', hereinafter referred to as the Union, for jurisdiction of Local Union No. 270, which includes Tulsa, Adair, Cherokee, Delaware, Haskell, Atoka, Bryan, Choctaw, McCurtain, Pushmataha, Latimer, LeFlore, Ottawa, Pittsburg, Pawnee, Sequoyah, Creek, Wagoner, Okfuskee, Nowata, Craig, Okmulgee, Mayes, Osage, Muskogee, McIntosh, Washington, and Rogers Counties of Oklahoma.

**ARTICLE I**

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

**ARTICLE II**

**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**

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

2  
5

## ARTICLE IV

**SECTION 1.** The Union agrees to furnish upon request by the Employer duly qualified journeypersons, apprentice and helper sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in the Agreement.

## ARTICLE V

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

The foregoing provision shall be applied only as permitted under applicable Federal and State Law.

**SECTION 2.** The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the Union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board Steiny-Daniel formula. No later than 10 days following the Unions request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees have designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

**SECTION 5.** The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20<sup>th</sup> day of each month, the Employer shall remit to the designated financial officers



of the Sheet Metal Workers International Association and the Local Union the amount of deductions made prior to the month, together with a list of employees and their social security numbers for whom such deductions have been made.

## ARTICLE VI

**SECTION 1.** The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) AM and six (6) PM unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working time and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular workweek, shall be as specified in addendum attached hereto. See Addendum 3 Section 3&4.

Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

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

**SECTION 2.** New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as specified in addendum attached hereto.

**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 on overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

**SECTION 4.** Shift work and the pay and conditions therefor shall be only as provided in written addenda attached to this Agreement. Energy conservation-Retrofit work performed outside the regular work day in occupied buildings shall be performed under shiftwork conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either, if not locally provided.

## ARTICLE VII

**SECTION 1.** When employed in a shop or on a job within the limits of Local Union 270, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

to the limits specified in Section I of this Article which will assure arrival at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be as provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

## ARTICLE VIII

**SECTION 1.** The minimum rate of wages for journeypersons 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 as specified in addendum attached hereto, except as hereinafter specified in Section 2 of this Article.

**SECTION 2.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeypersons sheet metal workers, apprentices and/or helpers 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 International Association of Sheet Metal, Air, Rail and Transportation Workers', 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 journeypersons employed on such work in the home shop or sent to the job site.

**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   | 6. Mixing (attenuation) boxes        |
| 2. Louvers   | 7. Plastic skylights                 |
| 3. Automatic and fire dampers  | 8. Air diffusers, grilles, registers |
| 4. Radiator and air conditioning unit enclosures   | 9. Sound attenuators                 |
| 5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality | 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 stamped fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

**SECTION 5.** Except as provided in Section 2 and 6 of this Article, the Employer agrees that journeypersons 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 the 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 International Association of Sheet Metal, Air, Rail and Transportation Workers', and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the employer's home jurisdiction. All additional sheet metal workers shall come

PK  
DA

from the area in which the work is to be performed. Journeypersons 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 the employees are sent into an area where there is no local Agreement of International Association of Sheet Metal, Air, Rail and Transportation Workers' covering the area then the minimum conditions of the home local union shall apply.

**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.

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

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

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

**SECTION 9.** Wages at the established rates specified herein shall be paid weekly, in the shop or on the job at or before quitting time on established pay day of each week, and no more than four (4) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

**SECTION 10.** Journeypersons, apprentice and pre-apprentice sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. 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) journeyperson sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyperson sheet metal worker.

**SECTION 12 (a).** Contributions provided for in Section 12 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees.

12  
2

No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) fourteen cents (\$.14) per hour for each hour worked on and after the effective date of this agreement by each employee of the employer, covered by this agreement. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable, will be accepted and agreed upon as paid timely. Payments shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209, or for the purpose of transmittal, through SMACNA OF OKLAHOMA, INC.

(c). Starting on the anniversary date of this contract in 2022 the Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) fifteen (\$.15) per hour for each hour worked on and after the effective date of this agreement by each employee of the employer, covered by this agreement. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable, will be accepted and agreed upon as paid timely. Payments shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1209, or for the purpose of transmittal, through SMACNA OF OKLAHOMA.

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

(e). Grievances concerning use of IFUS funds for purposes prohibited under Section (12) (a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers' directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of deadlocked issue under this Section, (Section 12, Article VIII), and no other.

**SECTION 13 (a).** Contributions provided for in Section 13 (b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research, and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve Employer-Union relations, and promote support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

**SECTION 13 (b).** The Employer shall pay to Sheet Metal and Air Conditioning Contractors' Industry Fund of Eastern Oklahoma, P.O. Box 14150 Tulsa, OK 74104 (the local industry fund), thirty-eight cents (\$.38) per hour for each hour worked on the effective date of this Agreement by each employee of the Employer covered by this Agreement. The Employer shall pay thirty-nine cents (\$.39) on the second anniversary of this agreement and forty cents (\$.40) on the third anniversary of this agreement. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable, will be

accepted and agreed upon as paid timely.

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

(d). Grievances concerning use of local industry fund monies to which an employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the employer's obligation to contribute to the local industry fund.

**SECTION 14.** The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

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

**SECTION 15.** Effective as of the date of this Agreement the employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the employer covered by this Agreement, excluding helpers. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable, will be accepted and agreed upon as paid timely. Payment shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Sheet Metal J.A.C. Training School, Inc.

Effective as of the date of this Agreement the employers will contribute to the National Energy Management Institute Committee (NEMIC), A jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable, will be accepted and agreed upon as paid timely. Payment shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through International Association of Sheet Metal, Air, Rail and Transportation Workers'.

Effective as of the date of this Agreement the employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the employer covered by this agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable, will be accepted and agreed upon as paid timely. Payment shall be remitted as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through

International Association of Sheet Metal, Air, Rail and Transportation Workers'.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or 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 representatives on the Board of Trustees such trustees as are named together with any 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.

#### ARTICLE IX

**SECTION 1.** Journeypersons, apprentice and helper sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

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

#### ARTICLE X

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

**SECTION 1.** Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The grievance procedure set forth in this Article applies only to labor-management disputes.

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

**SECTION 2.** Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of an equal number of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on

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

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

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

Notwithstanding the provisions of Paragraph 1 of this Section, an employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, 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.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of International Association of Sheet Metal, Air, Rail and Transportation Workers' and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

**SECTION 4.** Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedure 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 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 noncompliance 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 legal means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' 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 therefor 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.** Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

**SECTION 9.** In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

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

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

**SECTION 10.** In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation Workers', the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

## ARTICLE XI



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

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

(a). The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

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

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeypersons regularly employed throughout the year.

Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Age requirements for apprenticeship applicants shall be established by the Local Joint Apprenticeship and Training Committee (LJATC) and each apprentice shall serve an apprenticeship of four (4) years and such apprentice shall not be in charge of work on any job and shall work under the supervision of a journeyman until advanced by the LJATC to the last period of apprenticeship as provided in the Addendum.

26

**SECTION 6.** A graduated wage scale for apprentices shall be established and maintained on a percentage basis of the established wage rate of journeypersons sheet metal workers as provided in the Addendum.

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this agreement.

**SECTION 7.** The parties will establish on a local basis the SMART 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 activities shall be funded by the Local Union through a checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

**SECTION 8.** The parties agree that concentrated apprenticeship training is preferable to night schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

**SECTION 9.** The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeypersons.

## ARTICLE XII

**SECTION 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the J.A.T.C. shall grant helpers on the basis of one (1) helper for each apprentice employed by the Employer. Provided, however, that an Employer who employs one or more apprentices and at least three (3) sheet metal journeypersons shall be entitled to at least one (1) helper. Any apprentice of the Employer on layoff at the effective date of this agreement must be re-hired before said Employer is entitled to any helper. Thereafter, the same conditions and ratios shall apply.

In the event the Employer is entitled to employ a helper and the JATC fails to comply with the Employer's written request to furnish a helper within forty eight (48) hours, excluding Saturdays, Sundays, or holidays, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment. Helpers shall be enrolled as apprenticeship applicants for future openings in the Apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of helpers for such openings during the first year of employment.

The wage scale for helpers shall be as set out in the Addendum. Health and welfare coverage shall be arranged on behalf of the helpers by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after

90 days in the amount of five percent (5%) of the journey person pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any helper being reclassified shall experience no break in benefits coverage.

### ARTICLE XIII

**SECTION 1.** Deleted. (Classified Workers)

### ARTICLE XIV

**SECTION 1.** SMACNA and SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

### ARTICLE XV

**SECTION 1.** In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

### ARTICLE XVI

**SECTION 1.** This Agreement and Addenda Numbers 1 through 41 attached hereto shall become effective on the 1st day of June, 2021, and remain in full force and effect until the 31st day of May, 2024, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

**SECTION 2.** If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision.

**SECTION 3.** Notwithstanding any other provisions of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

**SECTION 4.** Each Employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement or during the term of any extension, modification or amendment to this Agreement.

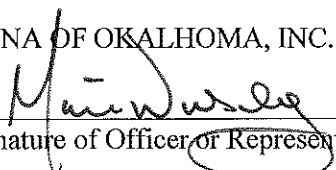
**SECTION 5.** By execution of this Agreement the Employer authorizes SMACNA OF OKLAHOMA, INC. to act as its collective bargaining representative for all matters relating to this agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to then current expiration date of the Agreement.

In witness whereof, the parties hereto affix their signatures and seal this 1st day of June 2011.

This STANDARD FORM OF UNION AGREEMENT has provided for the inclusion of helpers. The purpose of this is to make contractors more competitive with nonunion competition. To achieve that objective, employers agree to minimize multiple markups.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers', nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers' nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

SMACNA OF OKLAHOMA, INC.

By   
Signature of Officer or Representative

LOCAL UNION NO. 270 of SMART

By   
Signature of Officer or Representative

Accepted by: \_\_\_\_\_

Company: \_\_\_\_\_

**ADDENDUM TO STANDARD FORM OF UNION AGREEMENT**

**For**

**SHEET METAL, ROOFING, VENTILATING AND**

**AIR CONDITIONING**

**CONTRACTING DIVISIONS**

**OF THE CONSTRUCTION INDUSTRY**

**BETWEEN**

**SMACNA OF OKLAHOMA, INC.**

**AND**

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL and  
TRANSPORTATION WORKERS LOCAL UNION NO. 270**

**Tulsa, Oklahoma**

**Effective June 1, 2021 - May 31, 2024**

IT IS HEREBY AGREED by the signatory parties that the provisions set forth in this Addendum to the Standard Form of Union Agreement are to become part of said Agreement, Form A-01-05.

**ADDENDUM NO. 1  
ARTICLE III SECTION 1  
EMPLOYER WORKING**

**SECTION 1.** Only one shop owner shall be allowed to take field measurements, make fabrication and/or erection drawings on other than regular working hours without having a journeyman working overtime.

**ADDENDUM NO. 2  
ARTICLE IV SECTION 1  
FURNISHING WORKMEN AND SPECIALTY WORKERS**

**SECTION 1.** The Union agrees to furnish within three (3) calendar days, excluding Saturday, Sunday and holidays, upon request by the Employer, duly qualified journeymen, apprentices and helper sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted by the Employer in the manner under the conditions specified in the Agreement.

**SECTION 2.** All apprentices shall be hired and transferred in accordance with the provisions of the Apprenticeship Standards and Rules of the Joint Apprenticeship Committee.

**SECTION 3.** The Union shall advise the Employer of the unemployed Journeyman Sheet Metal Workers by posting, on its bulletin board at the union hall, a list of the names of all out of work journeymen. The Employer may select any journeyman from the list regardless of his position on the list. Journeymen shall appear on the list in the order in which they report to the Union that they are unemployed. Journeymen who quit, are fired, or laid off will be placed at the bottom of the out of work list. For example, a journeyman reporting unemployed on June 1 would appear ahead of a journeyman reporting unemployed on June 5. The employer shall have access to the Union Hall to view the out of work list during normal business hours.

**SECTION 4.** Journeymen who have worked for an Employer, and were fired for cause, will not be subject for rehiring to that Employer. Employer must provide the Local with a termination form which must include the input contained in the Code of Excellence Termination Form. See Exhibit A "Code of Excellence Termination Form".

**SECTION 5.** Journeymen will be required to obtain a referral slip from the Union Hall before going to work for an Employer.

**SECTION 6.** The Employer will be required to furnish the Union Hall and employee with a slip stating the reason for termination. The Union Hall will furnish the slips.

**SECTION 7.** Specialty Workers will be accepted only when the Local Union is unable to furnish Journeyman's and will be required to successfully complete one JATC sponsored class each semester.

**SECTION 8.** Specialty Workers will be hired through Local Union No. 270 at the ratio of one (1) Specialty Worker to six (6) journeyman's employed by the employer.

Any signatory employer will be allowed at least one (1) Specialty Worker.

Specialty Workers will serve a ninety (90) day probationary period and will start at seventy (70) percent of the journeyman pay rate, including benefits, with the exception of the National Pension Fund contribution which shall not become effective until the ninety first (91<sup>st</sup>) day, or, 871<sup>st</sup> hour of employment

under this Agreement. The National Pension Fund contribution will be computed, as with the apprentices, at a percentage of the journeyperson rate.

Wage increases will be in five (5) percent increments each six (6) months if the Specialty Worker has worked a minimum of 800 hours and **successfully completed a JATC sponsored class**. Wage increases will be considered on the first Wednesday of each January & July, of each year, unless the day falls on a Holiday in which case advancements will be considered the following day. Advancements will continue until the journeyperson rate is achieved.

Specialty Workers shall be under the supervision of a journeyperson except when doing Service Work.

**SECTION 9.**

**SPECIALTY WORKER MINIMUM HOURLY WAGE AND FRINGE BENEFIT STRUCTURE  
Effective June 1, 2021 through May 31, 2022**

	<u>JOURNEYPERSON</u> <u>100%</u>	<u>PROB</u> <u>70%</u>	<u>1ST</u> <u>70%</u>	<u>2ND</u> <u>75%</u>	<u>3RD</u> <u>80%</u>	<u>4TH</u> <u>85%</u>	<u>5th</u> <u>90%</u>	<u>6TH</u> <u>95%</u>
<b>Taxable Wage</b>	<b>\$35.73</b>	<b>\$25.01</b>	<b>\$25.01</b>	<b>\$26.80</b>	<b>\$28.59</b>	<b>\$30.38</b>	<b>\$32.16</b>	<b>\$33.94</b>
National Pension Fund	\$7.23	\$5.06	\$5.06	\$5.42	\$5.79	\$6.15	\$6.51	\$6.87
International Training Fund	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Health and Welfare Fund	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84
RX Fund	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
Local Taining Fund	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
401k Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
<u>Labor Management Committee</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>
<b>TOTAL FRINGE BENEFITS</b>	<b>\$15.75</b>	<b>\$13.58</b>	<b>\$13.58</b>	<b>\$13.94</b>	<b>\$14.31</b>	<b>\$14.67</b>	<b>\$15.03</b>	<b>\$15.39</b>
<b>TOTAL WAGE &amp; FRINGE BENEFITS</b>	<b>\$51.48</b>	<b>\$38.59</b>	<b>\$38.59</b>	<b>\$40.74</b>	<b>\$42.90</b>	<b>\$45.05</b>	<b>\$47.19</b>	<b>\$49.33</b>
<b>EMPLOYER CONTRIBUTIONS</b>								
Local Industry Fund	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38
<u>National Industry Fund</u>	<u>\$0.14</u>	<u>\$0.14</u>	<u>\$0.14</u>	<u>\$0.14</u>	<u>\$0.14</u>	<u>\$0.14</u>	<u>\$0.14</u>	<u>\$0.14</u>
<b>TOTAL CONTRACTURAL EXPENSE</b>	<b>\$52.00</b>	<b>\$39.11</b>	<b>\$39.11</b>	<b>\$41.26</b>	<b>\$43.42</b>	<b>\$45.57</b>	<b>\$47.71</b>	<b>\$49.85</b>
<b>OTHER WITHHOLDINGS</b>								
Vacation Fund	10%	10%	10%	10%	10%	10%	10%	10%
Equality Fund	3%	3%	3%	3%	3%	3%	3%	3%
Work Assessments	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
401K Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Organizer Withholding	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30

Note: Equality Fund Assessments are 3% of gross wages. Including overtime.

WORK ASSESSMENTS are 2.5 % of gross pay of all straight time hours worked in a work week as defined in this Agreement.

\*The Specialty Worker National Pension Fund Contribution begins on the 91st day or 871st hour of employment.

**SPECIALTY WORKER MINIMUM HOURLY WAGE AND FRINGE BENEFIT STRUCTURE**  
**Effective June 1, 2022 through May 31, 2023**

	<u>JOURNEYPERSON</u>	<u>PROB</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5th</u>	<u>6TH</u>
	<u>100%</u>	<u>70%</u>	<u>70%</u>	<u>75%</u>	<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>
<b>Taxable Wage</b>	<b>\$35.94</b>	<b>\$25.16</b>	<b>\$25.16</b>	<b>\$26.96</b>	<b>\$28.76</b>	<b>\$30.55</b>	<b>\$32.62</b>	<b>\$34.43</b>
National Pension Fund	\$7.37	\$5.16	\$5.16	\$5.53	\$5.90	\$6.27	\$6.64	\$7.01
International Training Fund	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Health and Welfare Fund	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84
RX Fund	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Local Training Fund	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
401k Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
<u>Labor Management Committee</u>	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>TOTAL FRINGE BENEFITS</b>	<b>\$16.19</b>	<b>\$13.98</b>	<b>\$13.98</b>	<b>\$14.35</b>	<b>\$14.72</b>	<b>\$15.09</b>	<b>\$15.46</b>	<b>\$15.83</b>
<b>TOTAL WAGE &amp; FRINGE BENEFITS</b>	<b>\$52.13</b>	<b>\$39.14</b>	<b>\$39.14</b>	<b>\$41.31</b>	<b>\$43.48</b>	<b>\$45.64</b>	<b>\$48.08</b>	<b>\$50.26</b>
<b>EMPLOYER CONTRIBUTIONS</b>								
Local Industry Fund	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39
<u>National Industry Fund</u>	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
<b>TOTAL CONTRACTURAL EXPENSE</b>	<b>\$52.67</b>	<b>\$39.68</b>	<b>\$39.68</b>	<b>\$41.85</b>	<b>\$44.02</b>	<b>\$46.18</b>	<b>\$48.62</b>	<b>\$50.80</b>
<b>OTHER WITHHOLDINGS</b>								
Vacation Fund	10%	10%	10%	10%	10%	10%	10%	10%
Equality Fund	3%	3%	3%	3%	3%	3%	3%	3%
Work Assessments	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
401K Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Organizer Withholding	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30

Note: Equality Fund Assessments are 3% of gross wages. Including overtime.

WORK ASSESSMENTS are 2.5 % of gross pay of all straight time hours worked in a work week as defined in this Agreement.

\*The Specialty Worker National Pension Fund Contribution begins on the 91st day or 871st hour of employment.



**SPECIALTY WORKER MINIMUM HOURLY WAGE AND FRINGE BENEFIT STRUCTURE**  
**Effective June 1, 2023 through May 31, 2024**

	<b>JOURNEYPERSON</b>	<b>PROB</b>	<b>1ST</b>	<b>2ND</b>	<b>3RD</b>	<b>4TH</b>	<b>5th</b>	<b>6TH</b>
	<u>100%</u>	<u>70%</u>	<u>70%</u>	<u>75%</u>	<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>95%</u>
<b>Taxable Wage</b>	\$36.24	\$25.37	\$25.37	\$27.18	\$29.00	\$30.81	\$32.62	\$34.43
National Pension Fund	\$7.37	\$5.16	\$5.16	\$5.53	\$5.90	\$6.27	\$6.64	\$7.01
International Training Fund	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Health and Welfare Fund	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84
RX Fund	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
Local Taining Fund	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
401k Fund	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
<u>Labor Management Committee</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>	<u>\$0.01</u>
<b>TOTAL FRINGE BENEFITS</b>	<b>\$16.19</b>	<b>\$13.98</b>	<b>\$13.98</b>	<b>\$14.35</b>	<b>\$14.72</b>	<b>\$15.09</b>	<b>\$15.46</b>	<b>\$15.83</b>
<b>TOTAL WAGE &amp; FRINGE BENEFITS</b>	<b>\$52.43</b>	<b>\$39.35</b>	<b>\$39.35</b>	<b>\$41.53</b>	<b>\$43.72</b>	<b>\$45.90</b>	<b>\$48.08</b>	<b>\$50.26</b>
<b>EMPLOYER CONTRIBUTIONS</b>								
Local Industry Fund	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
<u>National Industry Fund</u>	<u>\$0.15</u>	<u>\$0.15</u>	<u>\$0.15</u>	<u>\$0.15</u>	<u>\$0.15</u>	<u>\$0.15</u>	<u>\$0.15</u>	<u>\$0.15</u>
<b>TOTAL CONTRACTURAL EXPENSE</b>	<b>\$52.98</b>	<b>\$39.90</b>	<b>\$39.90</b>	<b>\$42.08</b>	<b>\$44.27</b>	<b>\$46.45</b>	<b>\$48.63</b>	<b>\$50.81</b>
<b>OTHER WITHHOLDINGS</b>								
Vacation Fund	10%	10%	10%	10%	10%	10%	10%	10%
Equality Fund	3%	3%	3%	3%	3%	3%	3%	3%
Work Assessments	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
401K Fund	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Organizer Withholding	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30

Note: Equality Fund Assessments are 3% of gross wages. Including overtime.

WORK ASSESSMENTS are 2.5% of gross pay of all straight time hours worked in a work week as defined in this Agreement.

\*The Specialty Worker National Pension Fund Contribution begins on the 91st day or 871st hour of employment.

**ADDENDUM NO. 3**  
**ARTICLE VI SECTION 1**  
**REGULAR WORK DAY, BREAKS, HOLIDAYS, OVERTIME**

**SECTION 1.** The regular working day shall consist of eight (8) consecutive hours' labor in the shop or on the job site between 6:00 AM and 6:00 PM with one-half hour lunch break. The Business Manager will be notified and a record kept of each employers starting time. Starting time, in the shop, may be changed twice per year (example: starting time may be 8:00 AM for winter months and 6:00 AM for summer months). Starting time on the job site may be different from shop starting time (but not on a day to day basis) if it has been directed by the owner, general or prime contractor, and/or agreed to by the Business Manager of Local 270 and the Employer, and when such action is consistently of mutual benefit to the Employer and the employees. In this case, the entire schedule will be adjusted a like amount of time and all principals regarding straight and premium time pay for time worked as outlined in the agreement shall apply.

Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union Business Manager and Employer. When it has been agreed that a job warrants four (4) ten (10) hour days, make up days or rolling tens (10) will not be allowed. All agreed upon jobs working four (4) tens (10) shall be documented electronic or otherwise. Prior to commencement of work.

**SECTION 2.** All Sheet Metal employees will be entitled to one (1) ten (10) minute break in the a.m. and one (1) (10) ten minute break in the p.m. and the Employer will continue to pay the employees during such breaks, as long as employee remains within work area during such breaks.

**SECTION 3.** The first six (6) hours of overtime worked each day, Monday through Friday, and for the first ten (10) hours on Saturday, shall be paid at the rate of one and one-half (1 ½) times the regular rate. All other overtime, after six (6) hours of overtime worked each day, Monday through Friday and ten (10) hours worked on Saturday, shall be paid at the rate of two (2) times the regular rate. All hours worked on Sundays and Holidays shall be paid at the rate of two (2) times the regular rate.

For purposes of this Agreement, an example of a twenty-four (24) hour period is from 8:00 AM one day through 7:59 AM the following day.

If an employee works overtime and takes off work by their own choice, before or after the overtime work and during the same pay period, they do not receive overtime pay for the number of hours taken off during regular time, unless the time taken off is due to a doctor visit, immediate family bereavement and or medical leave, or jury duty, or prior notification of time off in writing to management (two (2) week notification). Other employees shall not be rotated or shifted from overtime jobs in order for employees that have missed regular work hours to get their eight (8) regular hours.

Medical leave is defined as time taken off under a medical professional's supervision.

- a. Documentation will be required to verify valid excuse.
- b. Documentation includes one of the following
  - i. Copy of prescription written by medical professional (Dated).
  - ii. Discharge paperwork (Dated).
  - iii. Return to work authorization, with date authorized to return.
- c. Supervision may grant an exception to the written documentation to an employee that visibly appears to be sick. This exception shall be for the remainder of a shift and the following day.

5  
Saturdays, Sundays, and Holidays are excluded from the overtime make-up work outlined in Addendum No.3, Section 3, Paragraph 3, of the current Collective Bargaining Agreement.

**SECTION 4.** Any employee working twelve (12) or more consecutive hours shall receive a paid ½ hour mealtime at the overtime rate.

**SECTION 5.** All Residential Service Overtime Work shall be paid at the rate of one and one-half (1 1/2) times the regular rate including Sundays and holidays.

**SECTION 6.** All service work overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate including Sundays and Holidays. Service workers will be paid two (2) hours of regular pay per week if they are “on call” for after-hours work. If the “on call” service worker is sent out after hours, the “on call” pay will be replaced with a minimum of two (2) hours at one and one-half (1 ½) times the regular rate in lieu of the “on call” pay. If the call is during a holiday listed in Addendum No 4, a minimum of four (4) hours at one and one-half (1 ½) times the regular rate will be paid in lieu of the “on call” pay. If calls are not answered within thirty minutes, the “on call” pay is forfeited.

**ADDENDUM NO. 4  
ARTICLE VI SECTION 2  
HOLIDAYS**

**SECTION 1.** New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and Sunday shall be recognized as holidays. Holidays falling on Saturdays shall be observed on the Friday immediately preceding the holiday. Holidays falling on Sundays shall be observed the following Monday. Mondays and Fridays, locally observed as holidays, shall be paid at the rate of one and one-half (1 1/2) times the regular rate.

**ADDENDUM NO. 5  
ARTICLE VI SECTION 4  
SHIFT WORK**

**SECTION 1.** Employees shall receive their regular daytime rate of pay between the hours of 6:00 a.m. and 6:00 p.m. They shall receive fifteen percent (15%) shift premium for hours worked outside this period. If overtime is worked, shift premium of 15% is not paid in addition to the overtime rate.

Employees working 2nd shift, starting 4 or more hours after the start of the 1<sup>st</sup> shift, shall receive fifteen percent (15%) shift premium for all hours worked during designated shift work. 2nd shift work will be paid at shift premium up to 8 hours, then appropriate overtime rate will apply. Shift premium of 15% is not paid in addition to the overtime rate.

The Employer agrees to notify the Business Manager five (5) days prior to beginning any scheduled shift work.

Shift work shall last a minimum of five (5) days, except for occupied tenant spaces & occupied medical facilities, which shall last a minimum of three (3) days.

**ADDENDUM NO. 6**  
**ARTICLE VII SECTION 1**  
**FREE ZONE AREA, TRANSPORTATION & PARKING**

**SECTION 1.** Free Zone consists of the following counties; Cherokee, Craig, Creek, Delaware, Mayes, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Pawnee, Payne, Rogers, Wagoner and Washington. (However, everything within a radius of 75 miles from 11<sup>th</sup> and Harvard Tulsa, OK will be considered inside the Free Zone.)

**SECTION 2.** On jobs where private vehicles are not permitted within 1/4 mile of work site, the employer shall provide transportation, on the employee's time. Transportation will be required to be in a covered vehicle during inclement weather.

**SECTION 3.** The Employer agrees to furnish and/or pay for Employees parking facilities on downtown projects where free parking is not available.

**ADDENDUM NO. 7**  
**ARTICLE VII SECTION 2**  
**TRANSPORTATION & TRAVEL TIME**

**SECTION 1.** When an Employee (with the exception of those whose primary residence is within thirty-five (35) miles of the jobsite as measured by using Google Maps shortest distance) goes beyond the free zone area, described in ADDENDUM NO. 6 SECTION 1, his mileage and travel time shall be computed to and from the center of the free zone area.

**SECTION 2.** All travel time will be paid at 1 1/2 times the taxable wage rate, if using company transportation, except for the 1<sup>st</sup> hour before work and the 1<sup>st</sup> hour after normal working hours, which will be paid at regular straight time taxable wage rate.

**SECTION 3.** Employees providing for their own transportation to and from out of town jobs specified in SECTION 2 of ARTICLE VII of the Standard Form of Union Agreement shall each receive a mileage rate, equal to the mileage rate allowed by the Internal Revenue Service, per mile in addition to travel time.

**SECTION 4.** An employee working on jobs outside of the free zone area shall be furnished or paid for all necessary transportation, subsistence and traveling time from center of free zone as follows:

Employer shall furnish all necessary transportation and pay traveling time from center of free zone area to the job on Monday mornings, and subsistence for five (5) days, and all necessary transportation, and traveling time from job to center of free zone area on Friday afternoon, (Employer shall pay 1st weeks expense money in advance if requested) as per the following schedule:

75.1 miles and over from center of free zone area -\$65.00 per day. See Addendum 6 Section 1.

Employer shall furnish all necessary transportation and pay traveling time from center of free zone area to the job when Employee goes on the job for the first time, and each time he is temporarily removed and returned to said job, subsistence as per schedule below, for seven (7) days per week, or length of job, and all necessary transportation and traveling time from job to center of free zone area when job is over or when employee is terminated from job, by the Employer or his own choice.

75.1 miles and over from center of free zone area -\$65.00 per day. See Addendum 6 Section 1.

90  
DA

**SECTION 5.** The Employer may elect to furnish transportation and pay traveling time to and from job each day, or, the Employer may set up a shop on any job for the purpose of fabricating and erecting all sheet metal work to be installed on the job as would be required if done in home shop, provided such shop, on the job, is within the jurisdiction of Local No. 270.

**SECTION 6.** An employee may choose to accept paid lodging, meals and employer provided transportation in lieu of subsistence, if offered by employer.

**ADDENDUM NO. 8**  
**ARTICLE VIII SECTION 1**  
**MINIMUM HOURLY WAGE AND FRINGE BENEFIT STRUCTURE**  
**Effective June 1, 2021 through May 31, 2022**

SUPERINTENDENT	15% Premium	\$41.09	Taxable plus	\$16.27	Total Package	\$57.36						
GENERAL FOREMAN	12% Premium	\$40.02	Taxable plus	\$16.27	Total Package	\$56.29						
FOREMAN	8% Premium	\$38.59	Taxable plus	\$16.27	Total Package	\$54.86						
JOURNEYPERSON		\$35.73	Taxable plus	\$16.27	Total Package	\$52.00						
HELPER		\$15.00	Taxable plus	\$8.87	Total Package	\$23.87						
				<b>APPRENTICES</b>								
				<b>8TH</b>	<b>7TH</b>	<b>6TH</b>	<b>5TH</b>	<b>4TH</b>	<b>3RD</b>	<b>2ND</b>	<b>1ST HELPER</b>	
				<u>85%</u>	<u>80%</u>	<u>75%</u>	<u>70%</u>	<u>65%</u>	<u>60%</u>	<u>55%</u>	<u>50%</u>	
				<b>JOURNEYPERSON</b>								
<b>TAXABLE WAGE</b>		<b>\$35.73</b>		<b>\$30.37</b>	<b>\$28.59</b>	<b>\$26.80</b>	<b>\$25.01</b>	<b>\$23.23</b>	<b>\$21.44</b>	<b>\$19.65</b>	<b>\$17.87</b>	<b>\$15.00</b>
NATIONAL PENSION FUND		\$7.23		\$6.15	\$5.79	\$5.42	\$5.06	\$4.70	\$4.34	\$3.98	\$3.62	\$0.37
INTERNATIONAL TRAINING FUND		\$0.12		\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI		\$0.03		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT		\$0.02		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
HEALTH & WELFARE		\$6.84		\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84
RX FUND		\$0.95		\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95	\$0.95
LOCAL TRAINING FUND		\$0.40		\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
401K FUND		\$0.15		\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00
LABOR MANAGEMENT COMMITTEE		\$0.01		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>TOTAL FRINGE BENEFITS</b>		<b>\$15.75</b>		<b>\$14.67</b>	<b>\$14.31</b>	<b>\$13.94</b>	<b>\$13.58</b>	<b>\$13.22</b>	<b>\$12.86</b>	<b>\$12.35</b>	<b>\$11.99</b>	<b>\$8.73</b>
<b>TOTAL WAGE &amp; FRINGE</b>		<b>\$51.48</b>		<b>\$45.04</b>	<b>\$42.90</b>	<b>\$40.74</b>	<b>\$38.59</b>	<b>\$36.45</b>	<b>\$34.30</b>	<b>\$32.00</b>	<b>\$29.86</b>	<b>\$23.73</b>
<b>EMPLOYER CONTRIBUTIONS</b>												
LOCAL INDUSTRY FUND		\$0.38		\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38	\$0.00
NATIONAL INDUSTRY FUND		\$0.14		\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
<b>TOTAL CONTRACTUAL EXPENSE</b>		<b>\$52.00</b>		<b>\$45.56</b>	<b>\$43.42</b>	<b>\$41.26</b>	<b>\$39.11</b>	<b>\$36.97</b>	<b>\$34.82</b>	<b>\$32.52</b>	<b>\$30.38</b>	<b>\$23.87</b>
<b>OTHER WITHHOLDINGS</b>												
VACATION FUND		10%		10%	10%	10%	10%	10%	10%	N/A	N/A	N/A
EQUALITY FUND		3%		3%	3%	3%	3%	3%	3%	N/A	N/A	N/A
WORK ASSESSMENTS		2.5%		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
401K		\$0.25		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A	N/A	N/A
ORGANIZER WITHHOLDING		\$0.30		\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	N/A

Note: Equality Fund Assessments are withheld from Apprentices periods 3 through 8, Journeypersons, & all Foremen. Equality Fund Assessments are 3% of gross wages, including overtime.

EQUALITY FUND ASSESSMENTS DO NOT APPLY TO HELPERS OR 1ST & 2ND PERIOD APPRENTICES.

WORK ASSESSMENTS are 2.5% of gross pay of all straight time hours worked in a work week as defined in this Agreement.

\*The Helper National Pension Fund Contribution begins after 90 days of employment.

**MINIMUM HOURLY WAGE AND FRINGE BENEFIT STRUCTURE**  
**Effective June 1, 2022 through May 31, 2023**

SUPERINTENDENT	15% Premium	\$41.33	Taxable plus	\$16.73	Total Package	\$58.06						
GENERAL FOREMAN	12% Premium	\$40.26	Taxable plus	\$16.73	Total Package	\$56.99						
FOREMAN	8% Premium	\$38.82	Taxable plus	\$16.73	Total Package	\$55.55						
JOURNEYPERSON		\$35.94	Taxable plus	\$16.73	Total Package	\$52.67						
HELPER		\$15.00	Taxable plus	\$9.18	Total Package	\$24.18						
				<b>APPRENTICES</b>								
				<b>8TH</b>	<b>7TH</b>	<b>6TH</b>	<b>5TH</b>	<b>4TH</b>	<b>3RD</b>	<b>2ND</b>	<b>1ST</b>	<b>HELPER</b>
				<u>85%</u>	<u>80%</u>	<u>75%</u>	<u>70%</u>	<u>65%</u>	<u>60%</u>	<u>55%</u>	<u>50%</u>	
	<b>JOURNEYPERSON</b>											
<b>TAXABLE WAGE</b>		<b>\$35.94</b>	<b>\$30.55</b>	<b>\$28.76</b>	<b>\$26.96</b>	<b>\$25.16</b>	<b>\$23.36</b>	<b>\$21.57</b>	<b>\$19.77</b>	<b>\$17.97</b>	<b>\$15.00</b>	
NATIONAL PENSION FUND		\$7.37	\$6.27	\$5.90	\$5.53	\$5.16	\$4.79	\$4.43	\$4.06	\$3.69	\$0.37	
INTERNATIONAL TRAINING FUND		\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	
NEMI		\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	
SMOHIT		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	
HEALTH & WELFARE		\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	
RX FUND		\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	
LOCAL TRAINING FUND		\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	
401K FUND		\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	
LABOR MANAGEMENT COMMITTEE		\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	
<b>TOTAL FRINGE BENEFITS</b>		<b>\$16.19</b>	<b>\$15.09</b>	<b>\$14.72</b>	<b>\$14.35</b>	<b>\$13.98</b>	<b>\$13.61</b>	<b>\$13.25</b>	<b>\$12.73</b>	<b>\$12.36</b>	<b>\$9.03</b>	
<b>TOTAL WAGE &amp; FRINGE</b>		<b>\$52.13</b>	<b>\$45.64</b>	<b>\$43.48</b>	<b>\$41.31</b>	<b>\$39.14</b>	<b>\$36.97</b>	<b>\$34.82</b>	<b>\$32.50</b>	<b>\$30.33</b>	<b>\$24.03</b>	
<b>EMPLOYER CONTRIBUTIONS</b>												
LOCAL INDUSTRY FUND		\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.00	
NATIONAL INDUSTRY FUND		\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	
<b>TOTAL CONTRACTUAL EXPENSE</b>		<b>\$52.67</b>	<b>\$46.18</b>	<b>\$44.02</b>	<b>\$41.85</b>	<b>\$39.68</b>	<b>\$37.51</b>	<b>\$35.36</b>	<b>\$33.04</b>	<b>\$30.87</b>	<b>\$24.18</b>	
<b>OTHER WITHHOLDINGS</b>												
VACATION FUND		10%	10%	10%	10%	10%	10%	10%	N/A	N/A	N/A	
EQUALITY FUND		3%	3%	3%	3%	3%	3%	3%	N/A	N/A	N/A	
WORK ASSESSMENTS		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	
401K		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A	N/A	N/A	
ORGANIZER WITHHOLDING		\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	N/A	

Note: Equality Fund Assessments are withheld from Apprentices periods 3 through 8, Journeypersons, & all Foremen.

Equality Fund Assessments are 3% of gross wages, including overtime.

EQUALITY FUND ASSESSMENTS DO NOT APPLY TO HELPERS OR 1ST & 2ND PERIOD APPRENTICES.

WORK ASSESSMENTS are 2.5% of gross pay of all straight time hours worked in a work week as defined in this Agreement.

\*The Helper National Pension Fund Contribution begins after 90 days of employment.

**MINIMUM HOURLY WAGE AND FRINGE BENEFIT STRUCTURE**  
**Effective June 1, 2023 through May 31, 2024**

SUPERINTENDENT	15% Premium	\$41.68 Taxable plus	\$16.74 Total Package	\$58.42							
GENERAL FOREMAN	12% Premium	\$40.59 Taxable plus	\$16.74 Total Package	\$57.33							
FOREMAN	8% Premium	\$39.14 Taxable plus	\$16.74 Total Package	\$55.88							
JOURNEYPERSON		\$36.24 Taxable plus	\$16.74 Total Package	\$52.98							
HELPER		\$15.00 Taxable plus	\$9.18 Total Package	\$24.18							
			<b>APPRENTICES</b>								
			<b>8TH</b>	<b>7TH</b>	<b>6TH</b>	<b>5TH</b>	<b>4TH</b>	<b>3RD</b>	<b>2ND</b>	<b>1ST</b>	<b>HELPER</b>
			<u>85%</u>	<u>80%</u>	<u>75%</u>	<u>70%</u>	<u>65%</u>	<u>60%</u>	<u>55%</u>	<u>50%</u>	
	<b>JOURNEYPERSON</b>										
TAXABLE WAGE	\$36.24	\$30.81	\$29.00	\$27.18	\$25.37	\$23.56	\$21.75	\$19.93	\$18.12	\$15.00	
NATIONAL PENSION FUND	\$7.37	\$6.27	\$5.90	\$5.53	\$5.16	\$4.79	\$4.43	\$4.06	\$3.69	\$0.37	
INTERNATIONAL TRAINING FUND	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	
HEALTH & WELFARE*	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	\$6.84	
RX FUND*	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25	
LOCAL TRAINING FUND	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	
401K FUND	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00	
LABOR MANAGEMENT COMMITTEE	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	
<b>TOTAL FRINGE BENEFITS</b>	<b>\$16.19</b>	<b>\$15.09</b>	<b>\$14.72</b>	<b>\$14.35</b>	<b>\$13.98</b>	<b>\$13.61</b>	<b>\$13.25</b>	<b>\$12.73</b>	<b>\$12.36</b>	<b>\$9.03</b>	
<b>TOTAL WAGE &amp; FRINGE</b>	<b>\$52.43</b>	<b>\$45.90</b>	<b>\$43.72</b>	<b>\$41.53</b>	<b>\$39.35</b>	<b>\$37.17</b>	<b>\$35.00</b>	<b>\$32.66</b>	<b>\$30.48</b>	<b>\$24.03</b>	
<b>EMPLOYER CONTRIBUTIONS</b>											
LOCAL INDUSTRY FUND	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.00	
NATIONAL INDUSTRY FUND	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	
<b>TOTAL CONTRACTUAL EXPENSE</b>	<b>\$52.98</b>	<b>\$46.45</b>	<b>\$44.27</b>	<b>\$42.08</b>	<b>\$39.90</b>	<b>\$37.72</b>	<b>\$35.55</b>	<b>\$33.21</b>	<b>\$31.03</b>	<b>\$24.18</b>	
<b>OTHER WITHHOLDINGS</b>											
VACATION FUND	10%	10%	10%	10%	10%	10%	10%	N/A	N/A	N/A	
EQUALITY FUND	3%	3%	3%	3%	3%	3%	3%	N/A	N/A	N/A	
WORK ASSESSMENTS	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	
401K	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	N/A	N/A	N/A	
ORGANIZER WITHHOLDING	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	N/A	

Note: Equality Fund Assessments are withheld from Apprentices periods 3 through 8, Journeypersons, & all Foremen. Equality Fund Assessments are 3% of gross wages, including overtime.

EQUALITY FUND ASSESSMENTS DO NOT APPLY TO HELPERS OR 1ST & 2ND PERIOD APPRENTICES.

WORK ASSESSMENTS are 2.5% of gross pay of all straight time hours worked in a work week as defined in this Agreement.

\* The Helper National Pension Fund Contribution begins after 90 days of employment.

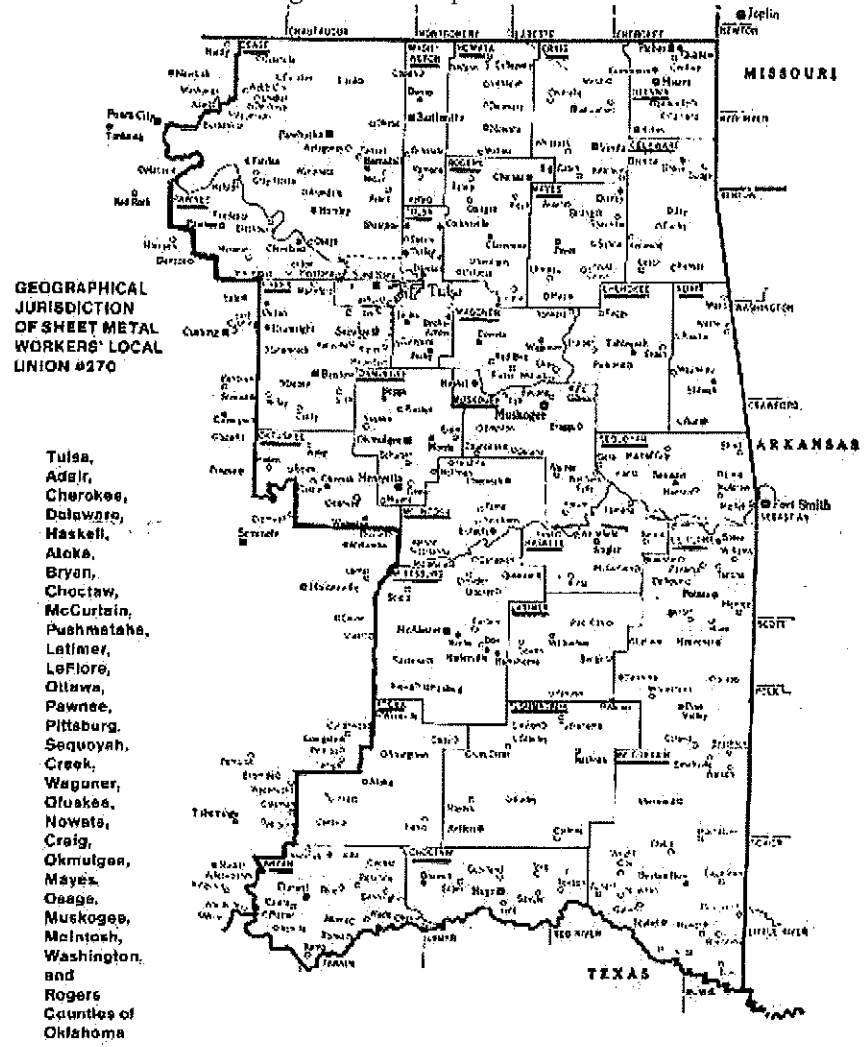
\* Contract shall be opened only for increases to the Health & Welfare and RX Fund deemed necessary by the Joint Trustees. Funds to be negotiated by SMART Local 270 and SMACNA of Oklahoma.



fc  
02

**ADDENDUM NO. 9  
 ARTICLE VIII SECTION 2  
 GEOGRAPHICAL JURISDICTION OF INTERNATIONAL ASSOCIATION OF SHEET METAL,  
 AIR, RAIL and TRANSPORTATION WORKERS LOCAL UNION 270**

The wage scale established under this agreement shall prevail in the above counties bounded by the heavy line.



**ADDENDUM NO. 10  
ARTICLE VIII SECTION 9  
PAYROLL DEDUCTIONS**

**SECTION 1.** On payday of each week, employees shall receive a separate itemized statement showing hours worked, amount of pay, Federal and State withholding, date of payday, Social Security, name of company and all other deductions. No more than four (4) day's pay shall be withheld, however, discharged employees shall be paid in full.

Employers that have established alternative payroll procedures (i.e. Electronic or Direct Deposit) shall have the option to pay terminated or laid off employees by their standard payroll methods. However, terminated or laid off employee's pay shall be transmitted on the day of termination or before.

Employees paid later than the time specified above shall be paid 8 hours at the regular hourly rate of pay for each day until payment is received, provided failure to pay is the fault of the employer. When employees are laid off or discharged they shall at the time be paid all wages due them, failing which, they shall charge the applicable regular hourly rate of pay until payment is received.

**SECTION 2.** If an employer decides to use direct deposit for payroll, each employee shall designate which financial institution to use. Direct deposit shall be made to employee's designated financial institution within four (4) days of payroll week ending date.

**ADDENDUM NO. 11  
ARTICLE IX SECTION 1  
HAND TOOLS**

**SECTION 1.** The Industry Fund, under the following conditions, will insure tools for all classifications of employees covered under this agreement:

1. Losses covered are those over \$100.00, up to a Maximum of \$600.00 per loss.
2. There must be proof of theft or signs of forcible entry.
3. Tools insured against theft only while on job site or in shop.
4. One person from each the Union and the Employer will act as adjusters.
5. All tools shall be etched with the owners' social security number and/or initials.
6. List of all tools must be furnished to the Union and the Industry Fund.
7. All claims will be submitted to the Industry Fund for consideration of claim payments.

**SECTION 2.** The Union and the Employer agree that all Journeyman Sheet Metal Workers covered by this Agreement shall provide for themselves the following hand tools as needed (all other tools and disposables relative to the list to be supplied by the employers):

Linesman pliers, tool pouch w/belt, torpedo level, welding hood, pipe crimper, tinner's hammer, aviation snips left and right, hand tongs, 7/16" through 3/4" end wrenches, metal scribe, locking pliers "c" and regular, adjustable wrench large and small, dividers, center punch, drift pin, chalk box,

plumb bob, combination square, phillips screwdriver, flat screwdriver, 25' and 12' tape measure, duct pullers.

**ADDENDUM NO. 12**  
**ARTICLE X**  
**CLARIFICATION AND INTERPRETATION OF THE**  
**STANDARD FORM OF UNION AGREEMENT**

**SECTION 1.** The application of the Standard Form of Union Agreement shall conform with the intent of such clarifications and interpretations as may be periodically handed down and/or sent out by the National Joint Labor Relations Adjustment Committee of SMART and SMACNA.

**ADDENDUM NO. 13**  
**ARTICLE XI SECTION 1**  
**ACCELERATED TRAINING**

**SECTION 1.** The parties hereto agree to step up and accelerate apprentice and journeyman training to round out such training as required by the industry in the line of Architectural and Sheet Metal Blueprint Reading and Detailing, Testing and Balancing of Air Handling Equipment on duct work, new materials and methods, and all phases of welding.

**SECTION 2.** In order to stabilize manpower in the local sheet metal industry, the parties signatory hereto agree to recommend to the Joint Apprenticeship Training Committee that 8 to 12 apprentices be indentured in the Apprenticeship Program each year.

**ADDENDUM NO. 14**  
**ARTICLE XI SECTION 4**  
**APPRENTICE RATIO**

**SECTION 1.** 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 a ratio of three (3) journeymen - one (1) apprentice, to be hired in this sequence and laid off in reverse order. The ratio of journeymen and apprentices will be based upon an employer's total employment. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

The apprentice ratio of three (3) journeymen - one (1) apprentice may be adjusted to three (3) journeymen - two (2) apprentices, as deemed necessary by the Joint Apprenticeship and Training Committee.

**ADDENDUM NO. 15**  
**ARTICLE XII SECTION 1**  
**HELPER RATIO**

**SECTION 1.** 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 helpers on a ratio of one (1) helper - one (1) apprentice, to be hired in this sequence and laid off in reverse order. If the apprentice

ratio is adjusted as provided for in Addendum 14, the helper ratio shall be one (1) helper for every two (2) apprentices employed.

The ratio of Journeypersons, apprentices and helpers will be based upon an Employer's total employment.

Helpers shall be terminated before apprentices and re-hired after apprentices.

Any signatory contractor will be allowed at least one (1) helper.

When any Employer is found guilty of abuse of the terms of this Addendum, the Business Manager will be empowered to remove the helpers from the Employer's employment and the Employer shall forfeit the use of helpers.

**ADDENDUM NO. 16  
ARTICLE XIV SECTION 2  
SAVINGS CLAUSE**

**SECTION 1.** The signatory parties are executing this Agreement with the belief that it is in conformity with all State and Federal Laws and Governmental Rules and Regulations; however, if any of the provisions contained herein are in conflict with any of the above laws, rules and regulations, and same has been invalidated in court or agency which has proper jurisdiction over same, then the signatory parties agree to make modifications or amendments to conform with the above laws, rules and regulations.

**SECTION 2.** In the event that any provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not effect the remaining provisions of this Agreement; and the provisions held illegal or invalid shall be fully severable and the Agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

**ADDENDUM NO. 17  
FOREMEN**

**SECTION 1.** Employees covered by this Agreement working on jobs or in shops shall not accept direction or instruction from or recognize the authority of anyone other than the Employer, his Designated Representative, Foreman, General Foreman or Superintendent Sheet Metal Worker, designated and paid as such.

**SECTION 2.** Any employee designated as Foreman shall receive a minimum of eight percent (8%) per hour above the journeyman rate. General Foreman shall receive twelve percent (12%) per hour above the journeyman rate. Superintendents shall receive fifteen percent (15%) above the journeyman rate.

A Superintendent is hereby defined as a journeyman sheet metal worker with two (2) or more foremen under his direction.

**SECTION 3.** In such shops where three (3) to eight (8) journeypersons and/or apprentices are employed, there shall be one (1) employee designated as foreman. When nine (9) to sixteen (16) journeypersons and/or apprentices are employed in any shop, a second foreman shall be designated and one (1) foreman shall be designated as the General Foreman. When seventeen (17) to twenty-four (24) journeypersons and/or apprentices are employed in any shop, a third foreman shall be designated. For each additional eight (8) journeypersons and/or apprentices in the shop, one journeyperson shall be designated as foreman and this ratio will continue on this basis.

SECTION 4. The ratio referred to in Section 3 shall apply to each job site and in each shop (the term "shop" is defined as the permanent place of business) for regular and overtime hours.

**ADDENDUM NO. 18  
SHOP STEWARD**

**SECTION 1.** The Business Manager and/or Business Agent shall appoint the Shop Steward.

The Shop Steward shall be a working steward and shall perform the duties of a journeyman sheet metal worker and shall report any violations of this Agreement to the Business Agent or to the office of the Union.

The Shop Steward shall not be discriminated against in any matter by the Employer because of his activities on behalf of the Union or discharged for Union activity. Neither shall he be discharged or laid off for any reason prior to the Employer notifying the Business Manager twenty-four (24) hours prior to said proposed lay-off or discharge. Shop stewards can be discharged under the Code of Excellence guidelines for termination, however reduction in force still requires a 24 hour notice.

Before a Steward can terminate his employment from a shop or job, the Steward shall notify the Sheet Metal Workers' Local Union No. 270 and the Employer at least twenty-four (24) hours prior to said termination.

The two preceding paragraphs do not apply when said three parties mutually agree to termination.

**ADDENDUM NO. 19  
COLLECTION OF FRINGE BENEFITS, WITHHOLDINGS AND BONDING**

**SECTION 1.** The parties hereto agree that, for the duration of this Agreement, the Employer shall pay the fringe benefits, collect withholdings as set forth in ADDENDUMS NO. 2 & 8 of this Agreement, per hour for each and every hour of employment of Journeymen, Foremen, General Foremen, Superintendents, Apprentice and Helper Sheet Metal Workers covered by this Agreement, and remit on forms provided as follows. Failure to make such payments shall be deemed a violation of this Agreement.

**FRINGE BENEFITS:**

National Pension Fund, National Training, NEMI, SMOHIT on one check to National Benefits Funds Office.

Health & Welfare, RX Fund, Local Industry Fund, National Industry Fund, Apprenticeship Fund on one check as determined and agreed to by the Union and Association.

401K to The Trust Company of Oklahoma.

**WITHHOLDINGS:**

Vacation Fund – as determined and agreed to by the Union and Association.

401K to The Trust Company of Oklahoma.

Equality Fund to SMART Local 270.

Work Assessments to SMART Local 270.

Organizer Withholding to SMART Local 270.

**SECTION 2.** Payments of Fringe Benefits as stipulated under this ADDENDUM shall be made monthly (except the 401K contributions which shall be remitted weekly to The Trust Company of Oklahoma on forms provided by the Trust) for all payroll periods, including the last payroll period, ending in each and every calendar month and is due and payable on or before the tenth (10th) day of the following month. The payments are to be stated on forms, which will be provided.

If any Employer becomes delinquent by failure to make payment by the 20th of the following calendar month for which they are due, there shall accrue liquidated damages to the Trust Funds, a sum equal to the payments which are due; and the Trusts, jointly or individually, shall be empowered to bring suit against the delinquent Employer for such fringe benefit payments, liquidated damages, attorney fees, court cost or other costs involved in such collection. The Union shall remove the employees from the shop until such delinquent payments are made, and any such action shall not constitute a violation of this Agreement.

In addition to the above, the following late penalties will apply to any payment of National and Local Funds, excluding the Local and National Sheet Metal Industry Fund but including employee's vacation funds, that is not made on or before the 20th day of the following month. (Officially postmarked mail that is postmarked on or prior to the 20th of the month applicable will be accepted and agreed upon as paid timely). The Employer will be penalized in an amount equal to \$50.00 or eight percent (8%) of the total amount of benefits due to the National and Local Funds including employee's vacation funds, whichever is greater, and such monies will be retained by the Local Health & Welfare Fund.

Local and National Sheet Metal Industry Fund remittance shall be mailed directly to P.O. Box 14150 Tulsa, OK 74104 no later than the 20th day of the month following the month in which the work is performed. Officially postmarked mail that is postmarked on or prior to the 20th of the succeeding month applicable will be accepted and agreed upon as paid timely. Failure to pay in a timely manner will result in a penalty of \$100.00 or ten percent (10%) of the total amount, whichever is greater, and such monies will be retained by the Local Health & Welfare Fund.

The employer shall report to all Funds covered in this Agreement, all hours worked by every employee, whether or not contributions are due, by the 20<sup>th</sup> day of the month following the month in which any covered work is performed. Officially postmarked mail that is postmarked on or prior to the 20<sup>th</sup> of the succeeding month applicable will be accepted and agreed upon as paid timely.

The Employer will provide any and all information about employees working under this Agreement, whether Fund participants or not, upon request of the Fund.

The Employer agrees to make available to the Union all information for employees covered by this Agreement that the Union may require, to administer the terms of this ADDENDUM and Agreement.

**SECTION 3.** All Employers signatory to this Agreement, or Employers of other Local Unions working in Local Union No. 270 jurisdiction working four (4) or less employees shall have no less than a \$20,000.00 Fringe Benefit Bond. Employers working more than four (4) employees shall have no less than a \$35,000.00 Fringe Benefit Bond. Employers working more than 10 employees shall have no less than a \$50,000.00 Fringe Benefit Bond. Employers working more than 25 employees shall have no less than a \$75,000.00 Fringe Benefit Bond. Employers working more than 39 employees shall have no less than a

pc  
en

\$150,000.00 Fringe Benefit Bond. Employers working more than 54 employees shall have no less than a \$200,000.00 Fringe Benefit Bond. Employers working more than 69 employees shall have no less than a \$250,000.00 Fringe Benefit Bond. For employment levels greater than those listed above, add \$75,000.00 (seventy-five thousand dollars) for every twenty-five (25) additional employee. All Bonds shall have automatic renewal. An "Irrevocable Letter of Credit" is acceptable in lieu of Bond if the following criteria are met:

- 1.) Must be irrevocable
- 2.) Must be paid upon written demand of the Local/Funds
- 3.) Does not allow for the contributory employer to challenge the request for payment
- 4.) Must be automatic renewal for each year unless at least 60 days written notice is provided to the local.
- 5.) Form should be subject to approval of the Local and its attorney.
- 6.) All fringe benefit funds and withholdings listed under Addendum 19 Section 1 shall be named on Bonds or Irrevocable Letters of Credit. The funds listed shall be National Pension Fund, National Training, NEMI, SMOHIT, Health & Welfare, RX Fund, Local Industry Fund, National Industry Fund, Apprenticeship Fund, 401K, Vacation Fund, Equality Fund, Work Assessments, Organizer Withholdings.

Employers from other jurisdictions having work in Local Union No. 270 jurisdiction, who wish to hire members of Local Union No. 270, shall sign a Letter of Assent. Employers working four (4) or less employees shall have no less than a \$20,000.00 Fringe Benefit Bond. Employers working more than four (4) employees shall have no less than a \$35,000.00 Fringe Benefit Bond. Employers working more than 10 employees shall have no less than a \$50,000.00 Fringe Benefit Bond. Employers working more than 25 employees shall have no less than a \$75,000.00 Fringe Benefit Bond. Employers working more than 39 employees shall have no less than a \$150,000.00 Fringe Benefit Bond. Employers working more than 54 employees shall have no less than a \$200,000.00 Fringe Benefit Bond. Employers working more than 69 employees shall have no less than a \$250,000.00 Fringe Benefit Bond. For employment levels greater than those listed above, add \$75,000.00 (seventy-five thousand dollars) for every twenty-five (25) additional employee. All Bonds shall have automatic renewal.

#### **ADDENDUM NO. 20 VACATION TIME AND VACATION FUND PROVISIONS**

**SECTION 1.** The Union shall administer the Sheet Metal Workers' Vacation Funds. The Union shall have full authority and power to administer the plan, decide upon its benefits, and rule with respect to all questions that arise.

The terms and provisions of the Vacation Funds shall be incorporated into this Agreement by reference, and shall be binding upon the parties hereto.

**SECTION 2.** The Employer shall compute the wages as provided in ADDENDUMS NO. 2 & 8 to this Agreement, and withhold from the weekly pay of each employee, except 1st and 2nd period apprentices, the sum of ten percent (10%) of the taxable base wage.

The total sum shall be payable into the Vacation Funds of Sheet Metal Workers' Local Union No. 270 as heretofore is set out in ADDENDUM NO. 20 of this Agreement.

Funds withheld for the Sheet Metal Workers' Vacation Fund shall be transmitted to the designated depository, and shall be stated on forms, which will be provided; and the Employer shall, upon request of the

Union, make available any and all records that may be required in the sound and efficient operation of the Vacation Fund.

Overtime pay is to be computed from the basic straight time hourly rate, which includes vacation pay.

The failure of any Employer to make payment on date due shall be grounds for removal of employees. The parties to this Agreement shall have the right, upon the recommendation of the Union, to cancel the Agreement of any Employer found in violation of any provisions of this ADDENDUM NO. 21 and to take any other action said parties deem necessary notwithstanding any other provision or section to this Agreement to the contrary; and the Union shall be empowered to bring suit against the delinquent Employer for payments due, liquidated damages and attorney fees incurred by the Union bringing suit.

**SECTION 3.** The following rules shall apply to the calculation and scheduling of vacations:

- (a) Vacations shall not be mandatory.
- (b) Vacation time off shall not exceed ten (10) working days. When an employee has less than two (2) weeks accumulated vacation, he will be required to take off only as many days as he has in accumulated vacation savings in full days of pay.
- (c) Time off for vacation is not accumulated from one vacation year to the next year.
- (d) There shall be an interval of at least three (3) months between a vacation for an employee in one vacation year, and his vacation scheduled in the next vacation year.
- (e) An employee who is unable to take his vacation at the time agreed upon, because of accident or sickness, or because he is required by his Employer to work, shall be granted his vacation by the Employer as soon thereafter as is reasonably convenient.

### **ADDENDUM NO. 21 HEALTH AND WELFARE FUND**

**SECTION 1.** The Employers signatory hereto agree, for the duration of this Agreement, to contribute to the Sheet Metal Workers' Local Union No. 270 Health & Welfare Fund (hereinafter referred to as the "Welfare Fund") Seven Dollars and Seventy Nine cents (\$7.79) June 1, 2021 through May 31, 2022, Eight Dollars and Nine cents (\$8.09) June 1, 2022 through May 31, 2023 and Eight Dollars and Nine cents (\$8.09) June 1, 2023 through May 31, 2024, per hour for each hour worked on or after the effective date of this Agreement by each Journeyperson, Foremen, General Foremen, Superintendent, Apprentice, and Helper Sheet Metal Workers covered by this Agreement. The contributions of the Employers shall be used exclusively to provide group insurance and other related welfare benefits to eligible employees and their families, in such form and amount as the Trustees of the Welfare Fund may determine.



2  
2

The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust, dated September 28, 1961, and amended May 16, 1989, administered jointly by an equal number of representatives of the Employers and of the Union. Said Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length. The said Trust Agreement shall provide for annual audited reports of the income and expenditures of the Fund. The payment of Health & Welfare contributions shall be as heretofore is set out in ADDENDUM NO. 20 of this Agreement.

The benefits to be received by eligible employees are to be set forth in contracts with a responsible insurance carrier or carriers. The Trustees shall furnish to contributing Employers and all eligible employees, upon request, a schedule and description of such welfare benefits and the eligibility rules that govern them.

The undersigned Employer hereby agrees to accept as Employer Representatives by the Board of Trustees, the persons designated by SMACNA OF OKLAHOMA. The Employer representatives designated by said Association shall, upon the acceptance of the Trusteeship, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, represent the undersigned Employer and other Employers in the administration of the Fund.

**ADDENDUM NO. 22  
APPRENTICESHIP AND TRAINING TRUST FUND**

**SECTION 1.** The Employers signatory hereto agree, for the duration of this Agreement, to contribute to the Sheet Metal Workers' Apprenticeship and Training Trust Fund forty cents (\$0.40) effective June 1, 2021 through May 31, 2024 for each hour worked on or after the effective date of this Agreement by each Journeyman, Foreman, General Foreman, Superintendent, and Apprentice Sheet Metal Workers covered by this Agreement. The contribution by the Employer shall be used to establish and maintain Apprentice Training, Education and Public Relations Program and Skill Improvement Program for both Journeymen and Apprentices, placing such program on a long range, sound business basis.

The Sheet Metal Workers' Apprenticeship and Training Trust Fund shall be administered pursuant to Articles of Incorporation dated October 14, 1975, administered by the Joint Apprenticeship Committee as Trustees. The payment of Apprenticeship Fund contributions shall be as heretofore is set out in ADDENDUM NO. 20 of this Agreement.

The undersigned Employer hereby agrees to accept as Employer Trustees the persons designated by SMACNA OF OKLAHOMA, as members of the Joint Apprenticeship Committee. The Employer representatives designated by said Association shall, upon the acceptance of the Trusteeship together with their successors selected in the manner provided in said Articles of Incorporation, represent the undersigned Employer and other Employers in the administration of the Fund.

**ADDENDUM NO. 23  
LOCAL INDUSTRY FUND**

**SECTION 1.** The payment of Local Industry Fund contributions shall be as heretofore is set out in ARTICLE VIII of the Standard Form of Union Agreement and ADDENDUM NO. 19 of this Agreement.

**ADDENDUM NO. 24  
PENSION FUND**

**ADDENDUM to CBA Adopting NPF First Alternative Option**

This *Article/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Option in this Collective Bargaining Agreement ("Agreement") The parties acknowledge receipt of the First Alternative Option, the Funding Improvement Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Option, the Funding Improvement Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Option as amended from time-to- time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Option.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Option in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half, or two times the hourly contribution rate respectively, for such hours.

The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, school and travel, **unless** no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.

2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document). Notwithstanding the payment of NPF contributions, benefit credit is determined under the provisions of the NPF Plan Document.
3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's Internet Payment System at [www.smwnpf.org](http://www.smwnpf.org).
4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its

4  
B

contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

**SECTION 1.** The Employers signatory hereto agree, for the duration of this Agreement, to contribute to the Sheet Metal Workers' Pension Fund Seven Dollars and Twenty Three cents (\$7.23) June 1, 2021 through May 31, 2022 and Seven Dollars and Thirty Seven cents (\$7.37) June 1, 2022 through May 31, 2024 for each hour actually worked (both straight time and overtime) by Journeypersons, Foremen, General Foremen and Superintendent Sheet Metal Workers covered by this Agreement, in accordance with the terms of that certain "Standard Form of Participation Agreement".

Effective July 1, 1995, the contribution rate for apprentices and specialty workers will be a percentage of the Journeypersons rate, based on the apprentice percentage of pay. See ADDENDUM NO. 8 of this Agreement.

See SFUA Article XII Section 1 for Helper Pension Fund rate.

**SECTION 2.** The Pension Fund payments by the signatory Employers shall be used to provide benefits to all eligible employees of Local Union No. 270, under the Sheet Metal Workers' National Pension Fund.

The payment of Pension Fund contributions shall be as heretofore is set out in ADDENDUM NO. 19 of this Agreement.

**ADDENDUM NO. 25  
P.A.L.**

**SECTION 1.** The Employer agrees to withhold five cents (\$0.05) per hour voluntary contribution to be taken from vacation fund and remitted monthly on forms provided by Sheet Metal Workers' Local Union No. 270.

**ADDENDUM NO. 26  
RESOLUTION 78**

**SECTION 1.** A committee of two (2) Union Representatives and two (2) Employer Representatives shall be established to address problems of nonunion competition and organizing, with the authority to grant concessions, and in keeping with Resolution 78.

88  
K

**ADDENDUM NO. 27**  
**LIGHT COMMERCIAL AGREEMENT**

**SECTION 1.** A light commercial agreement is to be placed into effect covering all (with the exception of Power Plants and Prevailing Wage Jobs) work consisting of 50,000 square feet or less with a ratio of one (1) journeyperson to one (1) helper. In the case of conflict the ADDENDUM shall prevail.

**ADDENDUM NO. 28**  
**PINPOINTED JOBS**

**SECTION 1.** All Journeypersons shall be paid the same scale except Foremen, General Foremen and Superintendents who will receive premium pay as per contract. If the Union has reason to believe otherwise, the Union has the right to audit the payroll records and if found to be in noncompliance, the Employer shall pay the higher of the two scales.

3rd and 4th year Apprentice scale shall be set at same time as the Journeypersons scale.

**ADDENDUM NO. 29**  
**FIRST YEAR JOURNEYPEPERSONS**

**SECTION 1.** (Note: This Addendum will become null and void upon approval of 5 year Apprenticeship Program by the Department of Labor, Office of Apprenticeship.) Upon completing the four (4) year apprenticeship program and having been duly advanced by the Joint Apprenticeship Committee to Journeyman status, the Wage Rate for the first six (6) Calendar Months shall be 90% of the Journeyman wage rate plus full benefits. The wage rate for the following six (6) calendar months shall be 95% of the Journeyman wage rate plus full benefits. At the beginning of the thirteenth (13th) calendar month following the completion of the Apprenticeship program, the wage rate shall be 100% of the Journeyman wage rate plus full benefits.

**ADDENDUM NO. 30**  
**BOSUN CHAIR AND SWINGING SCAFFOLD**

**SECTION 1.** On jobs where employees are required to work from a bosun chair or swinging scaffold suspended by cable or rope fifteen (15) feet or more from the floor, roof or ground, they shall be paid one and one-half (1 1/2) times their regular rate of pay.

Definition of swinging scaffold and bosun chair: A platform or chair suspended from the roof, bar joist, or any structure or boom inside or outside a building that travels on blocks or pulleys that will allow an employee to be raised or lowered to and from the ground, floor or roof.

jc  
DA

**ADDENDUM NO. 31  
INJURED EMPLOYEE**

**SECTION 1.** An employee injured while working, forced to leave his employment in order to obtain medical treatment for such injury, shall be paid for the time lost on this account, on the day on which he is injured; provided, that the employee used company conveyance or public transportation, which shall be paid for by the Employer, to take him to and from the place of medical attention.

When an injured employee returns to work and is requested by the doctor to return for medical treatment at a later date, he shall be paid for time lost on this account, not to exceed two return trips; for a maximum of two hours each trip.

The Employer shall furnish proper accident forms upon request, to any employee upon the report of an injury.

If it is necessary for a fellow worker to care for, or accompany a sick or injured employee to his home, or to a doctor, he shall be permitted to do so without loss of regular pay.

**ADDENDUM NO. 32  
EMPLOYER INSURANCE REQUIREMENTS**

**SECTION 1.** The Employer shall provide Insurance for Public Liability, Workers Compensation and Unemployment, on all employees of the Employer covered by this Agreement, with a company authorized to do business in the State of Oklahoma, or, with the State Insurance Fund and shall provide proper coverage under the Federal Insurance Contributions Act and/or State Unemployment Insurance Law.

The Employer shall furnish the Union with a copy of Insurance Policies and Coverage's within thirty (30) days of execution of this Agreement.

**ADDENDUM NO. 33  
WORK OPPORTUNITIES**

**SECTION 1.** The Employer shall notify the Union of all opportunities of employment for the performance of all work within the scope of this Agreement and shall give the Union equal opportunity with all other sources to provide suitable Journeypersons Sheet Metal Workers for such employment. The Union, when requested, shall advise the Employer of the unemployed journeyperson Sheet Metal Workers who are qualified to perform the specific class of work available.

**SECTION 2.** Local 270 agrees to notify the Employers Association each time that any one other than Sheet Metal Employers requests men. The Sheet Metal Employers then agree to furnish at least two bids for this work.

On all work not bid, Sheet Metal Workers may be furnished to the Employer having such work.

**ADDENDUM NO. 34  
HEATED BREAK, CHANGE AND LUNCH ROOM**

**SECTION 1.** The Employer agrees to furnish or make available a heated break, change and lunch room (may be a designated location on the existing jobsite) on jobs that require eight (8) or more sheet metal journeypersons and apprentices between the dates of October 1 and March 31, or duration of job.

**ADDENDUM NO. 35  
ORGANIZING YOUTH-TO-YOUTH FUND**

**SECTION 1.** The Employers signatory hereto agree, for the duration of this Agreement, to remit withholdings to the Sheet Metal Workers' Organizing Fund thirty cents (\$0.30) per hour effective June 1, 2018 for each hour worked by Journeypersons, Foremen, General Foremen, Superintendent and Apprentice Sheet Metal Workers covered by this Agreement.

The remittance of withholdings shall be as heretofore is set out in ADDENDUM NO. 19 of this Agreement.

**ADDENDUM NO. 36  
401(K) FUND**

The Employers signatory hereto agree for the duration of this Agreement to contribute to the Sheet Metal Workers Local 270 Defined Contribution Plan hourly contributions established in Addendum Nos. 2 and 8 and to deduct and withhold from wages, as employee deferrals, amounts established in Addendum Nos. 2 and 8 and any amount authorized by Employee pursuant to a written deferral agreement, which amounts shall be remitted in accordance with Addendum No. 19, including the collection procedures. To initiate such deferrals in excess of amounts established in Addendum Nos. 2 and 8, the Employee must provide the Employer with a properly executed wage deferral agreement that is consistent with the requirements of the Sheet Metal Workers Local 270 Defined Contribution Plan. The Employee and Employer are bound by the terms of the Sheet Metal Workers Local 270 Defined Contribution Plan, including the rules for eligibility and distribution of benefits, which is incorporated and made a part of this Agreement by reference thereto. The Agreement and Declaration of Trust of Sheet Metal Workers Local 270 Defined Contribution Plan to which the Employer remits contributions and wage deferrals is incorporated and made a part of this Agreement by reference thereto.

**ADDENDUM NO. 37  
CLOTHING**

**SECTION 1.** Employer agrees to furnish outer clothing and gloves, for any employee covered by this Agreement, while working on extremely dirty or greasy jobs. Disposable clothing is acceptable.

**ADDENDUM NO. 38  
SIGNATORY EMPLOYERS**

**SECTION 1.** ANY EMPLOYER REQUESTING EMPLOYEES FROM LOCAL #270 MUST SIGN A CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN SHEET METAL WORKERS LOCAL UNION #270 AND SMACNA OF OKLAHOMA, INC., AND AGREES TO COMPLY WITH ALL THE TERMS AND CONDITIONS OF EMPLOYMENT CONTAINED IN THE AFOREMENTIONED AGREEMENT AND ALL APPROVED AMMENDMENTS THERETO.

42  
20

**ADDENDUM NO. 39  
SUBSTANCE ABUSE POLICY**

**SECTION 1.** Employer's signatory to the Agreement may implement a Substance Abuse Policy compliant with State & Federal Law. Employers implementing a Substance Abuse Policy may require Substance Abuse Screening before hiring or employing the referral.

**ADDENDUM NO. 40  
PERSONAL COMMUNICATION DEVICES**

**SECTION 1.** It is agreed that use of personal communication devices, Cell Phones, Pagers, etc., during work hours, distract from safety and productivity in the shop and on the jobsite. Therefore, personal communication devices shall only be used during personal time.

**ADDENDUM NO. 41  
CONTINUING EDUCATION**

**SECTION 1.** Annually and prior to the Anniversary Date each year of this Agreement, Journeypersons must satisfactorily complete six (6) hours of Continuing Education to receive contractual pay increases. The JAC will determine qualified programs and will track Continuing Education hours to satisfy this requirement.

The undersigned Employer accepts each and every provision of the foregoing Agreements and Standard Form of Union Agreement A-01-05, all addenda and all the provisions handed down by the National Joint Adjustment Board to the Standard Form, between SMACNA OF OKLAHOMA, Inc. and Sheet Metal, Air, Rail and Transportation Workers' Local Union No. 270 of Tulsa, Oklahoma, effective from June 1, 2021 to and including May 31, 2024 and adopts said agreements and each and every one of their provisions as its own. Whenever the term "Employer" or "Employers" is used in said Agreements, said term shall include the Undersigned Employer.

Should a determination be made that there exists or will exist an accumulated funding deficiency for a particular trust, during the term of this agreement the parties agree to request the Trustees of that particular trust to take required action to address fund issues and if additional funding is required both parties agree to equally split the amount of the deficiency between the parties to this agreement.

If during the term of this agreement, the SMART Constitution is amended to provide that participation in the National Energy Management Institute is no longer mandatory for local unions, the parties agree to re-negotiate the three-cent per hour contribution presently set forth in the Agreement.

32

IN WITNESS WHEREOF, the parties hereto acting by their duly authorized representatives have executed these Addendum's to the Standard Form of Union Agreement, this the 1st day of June, 2021.

SMART LOCAL UNION NO. 270

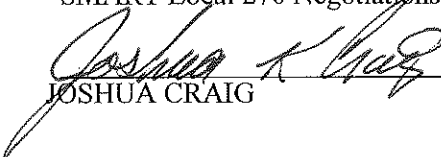
JOSHUA CRAIG  
JEREMY JOHNSON  
LEYSTON GODWIN  
BRAD MOTT


SMACNA OF OKLAHOMA, Inc.

DAVID TIDWELL  
CHUCK BENNINGFIELD  
JEFF COLEMAN  
RICHARD SHOEMAKER III

SMART Local 270 Negotiations Committee

SMACNA of Oklahoma Negotiations Committee

  
\_\_\_\_\_  
JOSHUA CRAIG

  
\_\_\_\_\_  
DAVID TIDWELL

Accepted by \_\_\_\_\_  
Signature and Title of Officer of Company

\_\_\_\_\_  
Company Name



Exhibit A "Code of Excellence Termination Form"

SHEET METAL | AIR | RAIL | TRANSPORTATION



CODE OF EXCELLENCE PROGRAM

EXHIBIT A

NOTICE OF TERMINATION

SMART LOCAL 270

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

LAST 4 DIGITS OF SOC.SEC.NO. \_\_\_\_\_ TERMINATION DATE \_\_\_\_\_

EMPLOYEE CLASSIFICATION \_\_\_\_\_

LAY OFF

Reduction of Forces

DISCHARGE

Not Qualified

Absenteeism

Dates: \_\_\_\_\_

Not-Productive

Insubordination (Explain)

Misconduct (Explain)

VOLUNTARY QUIT

To take another job

To seek another job

Leaving Area

Sickness

Other (Explain)

Employer: \_\_\_\_\_

Explanation:





MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SMART AND SMACNA  
FOR LOCAL AREAS ADOPTING  
THE CREW COST METHOD OF  
WAGE EQUALIZATION

This Memorandum of Understanding (MOU) regarding the alternative Crew Cost Method of satisfying wage equalization was developed and agreed upon by and between the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART) and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) for adoption by those local bargaining parties that jointly agree to incorporate the crew cost methodology for wage equalization into their local collective bargaining agreements (CBAs). The MOU was drafted to be responsive to individual and joint interests identified by SMACNA and SMART. SMACNA and SMART view the MOU as a "package" of conditions and it is intended that those local bargaining parties who jointly agree to adopt crew cost methodology will adopt the language of this MOU as written, in its entirety. Any local amendment to this MOU must be approved by both SMART and SMACNA prior to adoption. This MOU, and the Crew Cost Method of Wage Equalization, apply only to fabrication and/or assembly of material in a different collective bargaining area than where it will be erected and/or installed. It does not apply to travel pay or change those requirements.

In establishing this MOU, neither SMART, nor SMACNA, has acted as the bargaining representative of any entity that may adopt it. Furthermore, neither SMART nor SMACNA shall be deemed to be a party to any such local area agreement including this MOU.

\*It is understood by SMACNA and SMART that a SMACNA chapter may adopt the crew cost methodology on behalf of the Employers for which it holds bargaining rights. Employers bargaining independently of the multi-employer unit may individually agree with their home local union to adopt this MOU.

- 1) The requirements of Article VIII, Section 2 of the Standard Form of Union Agreement (SFUA), commonly referred to as 'wage equalization,' may be satisfied by an Employer \* following the Crew Cost Method. Such Employer may opt out of the crew cost method from time to time and use the Classification and Ratio Method (the Classification and Ratio Method is defined in #5 below), provided that an Employer seeking to rely on the Classification and Ratio Method must provide notification prior to the start of fabrication to both the fabrication and job site local business managers. [FORM 1] This form must be sent not less than seven (7) business days prior to the established fabrication start date. Payment of wage equalization shall be made within 7 days after weekly payroll when the material was fabricated.


- 2) The crew cost for each collective bargaining area will be calculated, agreed to and published by SMART and SMACNA and confirmed by the local bargaining parties.
- 3) The crew cost is calculated by averaging the hourly wage and all contractual benefits for 25 sheet metal workers, including all classifications in the maximum allowable ratios. The wage and benefit rates along with the ratios shall be based on the conditions contained in the area's collective bargaining agreement used for calculating the crew cost rate in item (2).
- 4) For material covered by Article I of the SFUA, fabricated and/or assembled in one collective bargaining area for erection and/or installation within another collective bargaining area that has a higher crew cost, an Employer satisfies its obligations under Article VIII, Section 2 by paying the differential in the crew costs to all the employees that worked in the shop on said project of the Employer. **(FORM 3)**
- 5) An Employer may provide evidence that its actual crew cost is greater than the published crew cost. In such a case, the Employer's obligation under Article VIII, Section 2 is to pay the difference, if any, between the classifications and ratios it actually used in fabricating and/or assembling the material, and the classifications and ratios that would be allowed for the same number of employees in the erection and/or installation area. **(FORM 2)** This Classification and Ratio Method requires that crews be identically structured in both ratios and classifications when determining if a difference exists. Example: If the job site area agreement does not have a classified worker classification, and the fabricating Employer has adopted this MOU and uses a classified worker in fabricating the material, the classified worker's wage scale is compared to a journeyman's wage scale in the job site area.
- 6) An Employer must maintain a record of wage equalization amounts due in the attached report **(FORM 3)** and supply a copy to both the fabrication and installation locals upon request.
- 7) An Employer may seek a waiver of the requirements of Article VIII, Section 2, by submitting a request in the attached form **(FORM 4)** to the business managers of both the collective bargaining areas where the equalized material will be fabricated and/or assembled and where the material will be erected and/or installed. Both business managers must agree to the waiver for the requirements to be waived.
- 8) This MOU does not alter what material is subject to, or exempted from, the wage equalization requirements under the SFUA or local agreement or addenda to the SFUA.
- 9) Crew cost method grievances alleging a violation of Article VIII, Section 2 of the SFUA and this MOU

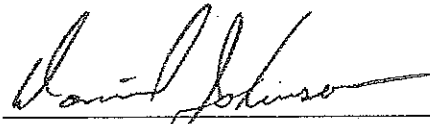
against an out-of-area Employer (except for Intra-Local), as defined in Article X, Section 3 of the SFUA, shall bypass the Local Joint Adjustment Board (LJAB) and shall be heard in the first instance by a Panel as described in Article X, Section 3 of the SFUA. If there is neither a unanimous decision by the Panel nor a settlement, such grievances may be appealed jointly or by either party to the National Joint Adjustment Board (NJAB) as described in Article X, Section 4 of the SFUA.

- 10) The election of the crew cost method of wage equalization shall remain the equalization method through expiration of the local collective bargaining agreement (CBA) and shall carry over during the duration of the new CBA, unless notification of a change is provided by either party within 30 days of the effective date of the new CBA.

Agreed to on behalf of the Employer(s)

Agreed to on behalf of SMART Local 270

  
\_\_\_\_\_  
Employer or Chapter Representative

  
\_\_\_\_\_  
SMART Local Business Manager

2-28-18  
Date

Memorandum of Understanding  
Between  
SMART Local Union #270 and SMACNA of Oklahoma

This Memorandum of Understanding (MOU) is regarding the changes to Addendum No. 32 of the current CBA between SMART Local Union # 270 and SMACNA of Oklahoma. It currently reads as follows:

**Addendum No.32**

**Employer Insurance Requirements**

**Section 1.** The Employer shall provide Insurance for Public Liability, Workers Compensation and Unemployment, on all employees of the Employer covered by this Agreement, with a company authorized to do business in the State of Oklahoma, or, with the State Insurance Fund and shall provide proper coverage under the Federal Insurance Contributions Act and/or State Unemployment Insurance Law.

The Employer shall furnish the Union with a copy of Insurance Policies and Coverage's within thirty (30) days of execution of this Agreement.

Under this MOU it shall read as follows:

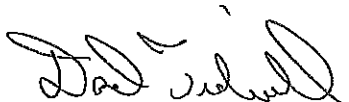
**The Employer shall provide Insurance for Public Liability, Workers Compensation and Unemployment, on all employees of the Employer covered by this Agreement, with a company authorized to do business in the State of Oklahoma, or, with the State Insurance Fund and shall provide proper coverage under the Federal Insurance Contributions Act and/or State Unemployment Insurance Law.**

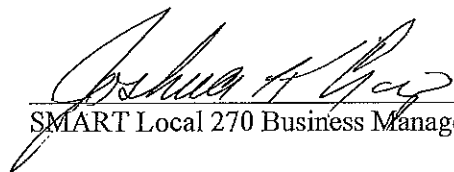
**The Employer shall furnish the Union with a copy of Insurance Policies and Coverage or Certificate of Insurance on the Policies within thirty (30) days of execution of this Agreement.**

This MOU would take effect immediately on become permanent upon signing of the next CBA.

Agreed to on Behalf of the Employer(s)

Agreed to on Behalf of SMART Local 270

  
\_\_\_\_\_  
Employer or Chapter Representative

  
\_\_\_\_\_  
SMART Local 270 Business Manager

4/15/21  
Dated