

**Residential Addendum**  
**To the**  
**STANDARD FORM OF UNION AGREEMENT**  
**SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING**  
**CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**

Collective Bargaining Agreement

by and between

---

(Employer)

---

(Employer's Address)

---

(Employer telephone, fax, website)

and

Date: 07-01-2019 thru 06-30-2022

International Association of Sheet Metal, Air Rail and Transportation Workers  
("SMART") Local Union No. 12

1200 Gulf Lab Road, Pittsburgh, PA 15238

[www.smlocal12.org](http://www.smlocal12.org)

Tele: 1-800-472-1484  
Fax: 412-828-9363

## Table of Contents

Assignment of Work.....	Article III .....	pages 3 - 4
Apprentice Assignment and JAC / JATF (Residential).....	Article XI .....	page 18
Wage & Benefit (Residential).....	Schedule #1 thru 7 ...	pages 36 – 42
Code of Excellence .....	Exhibit “C” .....	pages 25 - 35
Drug Free Workplace.....	Article XII .....	page 19
Effective date of Residential Addendum .....	Article XVI .....	pages 20 – 21
Foreman Rates (Residential).....		page 43
Geographical Jurisdiction .....	Preamble .....	pages 3-4
Grievance Procedure.....	Article X.....	pages 16 – 17
Hiring and Reduction in Workforce .....	Article IV .....	page 4
Journeyman Wage & Benefit (Residential) .....	Schedule # 1 .....	page 36
Jurisdiction of Work .....	Article I .....	page 3
Labor Management Relations .....	Article XIV .....	pages 19-20
Worker Assignment (Residential).....	Article XIII.....	page 19
National Pension Fund (SMWNPF) Participation Agreement .....	Exhibit “A” .....	pages 22-23
Parties to the Residential Addendum.....	Preamble .....	page 3
Payment of wage, funds contribution, deductions and guaranty bond .....	Article VIII.....	page 8
Recognition of Union as Exclusive Bargaining Agent.....	Article V.....	pages 4 – 5
Safety, OSHA-10/OSHA-30.....	Article XII.....	pages 18 – 19
Subcontracting of Work.....	Article II.....	page 3
Suspended Rigging .....	Article VI Section 7(h).....	page 7
Tools .....	Article IX .....	pages 15 – 16
Travel Expense.....	Article VII.....	pages 7 – 8
SASMI Trust Agreement Document (page blank intentionally) .....	Exhibit “B” .....	page 24
Specialty Agreements .....	Article XV.....	page 20
Vacation Savings Plan .....	Article VIII Section 15(k) ..	page 12
Work Schedule / Holidays / Vacation.....	Article VI .....	pages 5 - 7

**Residential Addendum**  
**To the**  
**STANDARD FORM OF UNION AGREEMENT**  
**SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING**  
**CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**

This Residential Addendum is entered into July 1, 2019 by and between

\_\_\_\_\_, hereinafter referred to as the Employer, and Local Union No. 12 of the International Association of Sheet Metal Air, Rail and Transportation Workers (“SMART”) hereinafter referred to as the Union for twenty three (23) counties in Western Pennsylvania; Allegheny, Armstrong, Beaver, Butler, Cambria, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Somerset, Venango, Warren, Washington, Westmoreland.

**ARTICLE I**

SECTION 1 The Employer is agreed signatory to and bound to the terms and conditions of the Standard Form of Union Agreement (“SFUA”) Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Divisions of the Construction Industry an Agreement entered into July 01, 2013 by and between Sheet Metal and Air Conditioning Contractors’ National Association (“SMACNA”) of Western Pennsylvania, and each business establishment individually, whether represented by a contractor association or not, and the International Association of Sheet Metal, Air, Rail and Transportation Workers (“SMART”) Local Union No. 12.

SECTION 2 This Residential Addendum covers the rates of pay and conditions of employment of all employees of the Employer, engaged in the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of residential heating, air conditioning, ventilation and architectural work for a residence and dwelling structure which is no more than four stories in height above finished grade. All other rates of pay and conditions of employment shall be as the Employer agreed to in the SFUA identified in Article I Section 1 of this Residential Addendum.

**ARTICLE II**

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite 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 Residential Addendum, 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 Residential Addendum.

SECTION 3 Any Employer domiciled outside of Local Union No. 12’s geographical jurisdiction and signatory to this Residential Addendum who performs work in Local 12’s jurisdiction, shall perform all work under the guidelines of this Residential Addendum. All fabrication and other work performed in the shop shall be performed per this Residential Addendum including, but not limited to ratios. Certified payrolls shall be supplied to SMART Local Union No. 12 upon request of the business manager.

**ARTICLE III**

SECTION 1(a) The Employer agrees that none but residential journeyman, and residential sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer’s letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. The 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.

(b) Upon request from the Union, the Employer agrees to furnish information on completed forms as necessary for the State and/or Federal Department of Labor for purposes of prevailing wage surveys by county.

#### ARTICLE IV

SECTION 1(a) The Union agrees to make available to the Employer duly qualified workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Residential Addendum.

(b) As a means for the Employer to fulfill any workforce needs beyond that provided through self-solicitation, the Union agrees to maintain a list of individuals who have requested to have their names placed on an out-of-work list and are seeking employment as qualified journeypersons. When the Employer is requesting employees (residential journeypersons) from the Union, the Union and the Employer agree to utilize this list to fulfill their employment requirements. The most current list shall be provided to the Employer at their request. Maintaining this list does not relieve the Union from their duties as described in Paragraph A of this section.

SECTION 2 The Employer will notify the Union of all hiring and reductions in workforce of employees covered by this Residential Addendum. Union Notification: Tele: 412-828-5300 / Fax: 412-828-9363 / E-mail @ Info@smlocal12.org.

- Hiring- The Employer will notify the Union office within twenty-four (24) hours of all hiring.
- Reduction of Workforce-The Employer will notify the affected employee(s), Union office or shop/job steward prior to the affected employee(s) scheduled lunch break on the day of the reduction in workforce. The reduction in workforce will be effective at the end of the affected employee(s) scheduled work day.

SECTION 3 At the time of hire, the Employer may require employees covered by this Residential Addendum to sign a receipt acknowledging that they have been provided with new-hire personnel information, policies and forms that are issued by the Employer; provided however, that the Employer may not set terms and conditions of employment outside of the collective bargaining agreement. It is further provided that any acknowledgement to be signed by employees indicating receipt of the new-hire packet must, in order to be valid, set forth in a prominent manner the following statement:

*By signing this Acknowledgement I am not waiving any right guaranteed to me under the terms of the Residential Addendum between SMART Local Union No. 12 and SMACNA of Western Pennsylvania or any other Agreement that is in effect between the International Association of Sheet Metal, Air, Rail and Transportation Workers and my Employer*

#### 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 Residential Addendum, within eight (8) days following the beginning of such employment or the effective date of this Residential Addendum, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2 The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Residential Addendum, whether or not they are members of the Union. In determining whether the union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such

majority representative of all employees in the classifications and geographic jurisdiction covered by this Residential Addendum. 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 Residential Addendum shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

SECTION 5 The Employer 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 15<sup>th</sup> day of each month for local funds and the 20<sup>th</sup> day of the month for national funds, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Local Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

## ARTICLE VI

SECTION 1(a) The regular hourly workday shall be eight (8) hours labor within eight and one-half (8-1/2) consecutive hours, consisting of a ten (10) minute paid break midpoint between start time and the start of lunch break and a thirty (30) minute unpaid lunch break at the midpoint of the work day in the shop or on the job between six (6) a.m. and five (5) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job.

Except as otherwise provided pursuant to Section 7 of this Article, all work performed outside the regular working day shift hours and performed during the regular work week, shall be paid as follows:

(b) 5 Day, 8 Hour Schedule: One and one half (1 ½) times the regular hourly shift rate for the first four (4) hours immediately preceding or following the regular working day hours Monday through Friday. All hours worked after twelve (12) hours will be paid at two (2) times the regular rate.

- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the twelfth (12<sup>th</sup>) hour of work
- A two (2) hour break, paid at the regular hourly rate, shall be given immediately following the sixteenth (16<sup>th</sup>) hour of work
- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the eighteenth (18<sup>th</sup>) hour of work, thereafter following every two hours a thirty (30) minute paid break will be taken at the regular hourly rate

SECTION 2(a) Where conditions warrant, the regular workday shall be ten (10) hours labor within ten and one-half (10-1/2) consecutive hours, consisting of a ten (10) minute paid break midpoint between start time and the start of lunch break and a thirty (30) minute unpaid lunch break at the midpoint of the work day on the job site between six (6) a.m. and six (6) p.m. and the regular work week shall consist of four (4) consecutive ten (10) hour days labor on the job site between Monday and Friday when mutually agreed between the Union and Employer.

Except as otherwise provided pursuant to Section 7 of this Article, all work performed outside the regular working day hours and performed during the regular work week, shall be paid as follows:

(b) 4 Day, 10 Hour Schedule: One and one half (1 ½) times the regular hourly rate for the first one (1) hour immediately preceding and following the regular working day hours Monday through Friday. All other hours that precede the regular working day hours and follow the regular working day hours will be paid at two (2) times the regular hourly

rate. A make-up day may be scheduled (Monday-Friday) for work missed due to inclement weather, when mutually agreed between the Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the twelfth (12<sup>th</sup>) hour of work
- A two (2) hour break, paid at the regular hourly rate, shall be given immediately following the sixteenth (16<sup>th</sup>) hour of work
- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the eighteenth (18<sup>th</sup>) hour of work, thereafter following every two hours a thirty (30) minute paid break will be taken at the regular hourly rate

SECTION 3 Saturday- One and one half (1 ½) times the regular hourly shift wage rate shall be paid for the first twelve (12) hours worked on Saturday and then two (2) times the regular hourly shift rate thereafter.

- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the twelfth (12<sup>th</sup>) hour of work
- A two (2) hour break, paid at the regular hourly rate, shall be given immediately following the sixteenth (16<sup>th</sup>) hour of work
- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the eighteenth (18<sup>th</sup>) hour of work, thereafter following every two hours a thirty (30) minute paid break will be taken at the regular hourly rate

SECTION 4 Sundays, holidays and days observed as holidays- Two (2) times the regular hourly shift wage rate shall be paid for all hours worked.

- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the twelfth (12<sup>th</sup>) hour of work
- A two (2) hour break, paid at the regular hourly rate, shall be given immediately following the sixteenth (16<sup>th</sup>) hour of work
- A thirty (30) minute break, paid at the regular hourly rate, shall be given immediately following the eighteenth (18<sup>th</sup>) hour of work, thereafter following every two hours a thirty (30) minute paid break will be taken at the regular hourly rate

Employees shall be at the shop or their designated work location at scheduled starting time each day and shall remain until quitting time.

SECTION 5(a) New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Sundays shall be recognized as holidays. Holidays that fall on a Sunday will be observed as holidays on the immediately following Monday. All work performed on holidays, days observed as holidays, and Sundays shall be paid at two times (2) times the regular hourly shift rate of pay.

(b) Actual time off for vacation shall not exceed three (3) weeks in any twelve (12) month period, from January 1<sup>st</sup> through December 31<sup>st</sup>, without prior approval from the Employer.

SECTION 6 It is agreed that all work performed outside of regular working hours during the regular work week and on holidays and days observed as holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible. When the employer has overtime affected employees will be granted a ten (10) minute paid break prior to the start of the overtime. Prior to the start of overtime, employees shall have the right to refuse overtime without retribution from the Employer.

Overtime must be reported to the shop steward before commencement of same by job steward, and names of all members involved SHALL BE REQUIRED. In the absence of the job steward, it shall be the responsibility of the job sheet metal foreman to report the overtime. If the steward is on the job or in the shop where the overtime is performed, he must be given the opportunity to work the overtime.

SECTION 7(a) The Employer has the right to establish shifts or working hours other than regular hourly work-day as specified in Article VI Section 1(a) of this Residential Addendum. Shifts may be established upon notification by the Employer to the Union in advance of scheduling such work and under the following conditions:

(b) The second shift shall begin between the hours of 2:30 p.m. and 7:59 p.m. The third shift will be defined as any shift starting at 8 p.m. or later. All work shifts starting during these hours shall be paid at \$3.00 over the basic wage rate. Once a shift rate is established, the rate shall continue for the duration of the shift.

(c) The regular period for the second shift and third shift shall be eight (8) hours labor within eight and one-half (8-1/2) consecutive hours consisting of a 10 minute paid break midpoint between the start time and the start of the lunch break and a one-half (1/2) hour unpaid lunch period at the midpoint of the work shift.

(d) If the special shift work ends during the regular work week (not including Friday), the contractor will assure the employee will receive a full day's pay for the day following the end of a shift if he reports for work immediately after his nine (9) hour break and works the remainder of the work day. This will not apply if the employee is laid off or terminated.

(e) When scheduled special shift periods extend work into Saturdays, the first two hours will be paid at the shift rates. All other hours will be paid at the appropriate overtime shift rates. Double (2) the shift rate of pay shall be paid for all hours worked on scheduled shifts on recognized holidays and Sundays.

(f) A one day special shift shall be paid at no less than eight (8) hours pay at the above described shift rate.

(g) On field projects only, and only when requested by the property owner/manager on tenant occupied facilities the second shift shall be paid at \$2.00 per hour over basic wage rate for all employees and the third shift shall be paid at \$3.00 per hour over basic wage rate for all employees.

(h) Employees performing work from suspended rigging such as a boatswain's chair, pick plank, swing or other platform shall be compensated at the rate of four dollars (\$4.00) per day.

## ARTICLE VII

SECTION 1 When employed in a shop or on a job within the limits of the Free Area and Areas 1, 2 and 3 of Local 12's jurisdiction, 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.

SECTION 2(a) When employed outside of the limits specified in Section 1 of this Article, the employees shall provide transportation for themselves which will assure their arrival at the jobsite at regular starting time, and they will work the regular working day. The Employer will pay to each employee so employed per diem expenses according to the distance from the Employer's principal shop, or Court House, City of Pittsburgh, or Court House, City of Erie or Driftwood (Cameron County). 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. This travel policy is in effect on projects bid on or after July 1, 2019.

Up to – 52 miles	Free
Over 52 – 65 miles	Area 1 - \$15.00 per workday
Over 65 – 87 miles	Area 2 - \$25.00 per workday
Over 72 – 87 miles	Area 3 - \$45.00 per workday

(b) If the employee chooses to stay overnight in Areas, even if the Employer provides conveyance, the Employer will reimburse expenses to cover room and board. Reasonable expenses shall be reimbursed weekly and at the amount equal to receipts provided by the employee to the Employer.

(c) If the Employer wishes to use the three zone system, the sheet metal worker must be hired from within the free zone of these areas. If workers are unavailable from the area, workers will be provided to meet the requirements of the travel zone system.

SECTION 3(a) All mileage, and room and board expense should be paid to the employee with no deductions. Travel pay (zone pay) is considered taxable wage and must have deductions withdrawn as per Internal Revenue Service requirements.

(b) The employee's actual travel time and mileage to and from the job site will be paid once for each continuous room and board cycle. When an employee leaves a job of their own accord, the expenses shall be paid on the actual days on the job and they shall be required to pay their own travel time and mileage from the job site.

SECTION 4(a) Upon signing the Residential Addendum, each Employer shall make known its base of operations, whether to continue the radius point from its shop, from the Court House, City of Pittsburgh, the Court House, City of Erie, or Driftwood, PA (Cameron County). Once the option is exercised, notice shall be sent to the Union by registered mail of this decision, same shall continue for the duration of the Residential Addendum.

(b) In the event the Employer's shop is chosen for the base of operations, the closest established radius point to its shop (Court House City of Pittsburgh, Court House City of Erie, or Driftwood, PA, Cameron County) cannot be used as the point of travel in the three zone system.

SECTION 5 Any Employer coming into the jurisdiction of Local Union No. 12 and/or not having its principal shop and home office within the jurisdiction of Local Union No. 12, shall pay each employee so employed per diem expenses from the Court House, City of Pittsburgh, from the Court House, City of Erie, or from Driftwood, PA (Cameron County).

SECTION 6 An Employer who moves its principal base of operations from one point to another within the jurisdiction of Local Union No. 12, shall have the option of making a new selection of his shop, the Court House, City of Pittsburgh, from the Court House, City of Erie, or Driftwood, PA (Cameron County) as the radius point from which to calculate travel pay. Prior to any change, the Employer shall report the full facts to the Joint Adjustment Board.

SECTION 7(a) Effective July 1, 2019 mileage will be paid at the current Internal Revenue Service rate at the time of travel. Mileage will be paid for travel required by the employer between jobs during the workday and once each way to travel into room and board areas.

(b) When the Employer furnishes a conveyance, including but not limited to a van or pickup truck, to an employee for use related to their business and for said employee's travel to and from home and place of work, the mileage expense or zone pay requirements shall not apply for the employee directly involved. If there are employees riding in the same vehicle, the mileage expense, or zone pay requirements shall not apply to those riders.

## ARTICLE VIII

SECTION 1(a) The minimum rate of wages for residential journeyman sheet metal workers covered by this Residential Addendum when employed in a shop or on a job within the jurisdiction of the Union to perform work specified in Article I of this Residential Addendum shall be as per the attached (**Schedule #1 thru #7**) Residential Journeyman Sheet Metal Worker Negotiated Wage and Benefits, except hereinafter specified in Section 2 of this Article.

(b) The minimum rate of wages for residential sheet metal workers covered by this Residential Addendum when employed in a shop or on a job within the jurisdiction of the Union to perform work specified in Article I of this Residential Addendum shall be as per the attached [**(Schedule #1 thru #7)**] Residential Sheet Metal Worker Negotiated Wage and Benefits, except hereinafter specified in Section 2 of this Article.



SECTION 2 On work specified in Article I of this Residential Addendum, fabricated and/or assembled by journeyman, residential sheet metal workers 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 and benefits scale is higher than the wage and benefits scale specified in this Residential Addendum, the higher wage and benefits scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

SECTION 4 The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in this Residential Addendum.

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

SECTION 6 When the Employer has any work specified in Article I of this Residential Addendum to be performed outside of the area covered by this Residential Addendum and within the area covered by another agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Residential journeyman sheet metal workers covered by this Residential Addendum who are sent outside of the area covered by this Residential Addendum shall be paid at least the established minimum wage and benefits scale specified in Section 1 of this Article VIII but in no case less than the established wage and benefits 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 the local agreement. If employees are sent into an area where there is no local agreement of the 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 Sections 2, 5, and 6 of this Article VIII, the term "wage and benefits scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8 Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Residential Addendum agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this Residential Addendum 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 cash, check or direct deposit within three (3) working days from the end of the regular work week. In the event that the holiday or day observed as a holiday is on the scheduled payday then the employees shall be paid the day prior to the holiday or day observed as a holiday. Employees when discharged or laid off shall be paid in full.

SECTION 10(a) In the absence of a notice not to report to work, residential 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 wage and benefit rate.

(b) If a residential sheet metal worker works more than two (2) hours, he/she receives four (4) hours pay. If he/she works more than four (4) hours, he/she receives six (6) hours pay. If he/she works more than six (6) hours, he/she receives eight (8) hours pay, if the work is halted by the contractor. Notice by the employer includes, but is not limited to, a telephone call to the employees last reported address. The employee does not have to remain on the job. This provision, however, shall not apply under conditions over which the employer has no control.

SECTION 11 Each Employer covered by this Residential Addendum shall employ at least one (1) residential journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Residential Addendum. However, it will be permissible for an owner-member to be the residential journeyman sheet metal worker.

SECTION 12(a) Contributions provided for the SMACNA of Western Pennsylvania Industry Fund in Section 15(j) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The SMACNA of Western Pennsylvania Industry Fund shall furnish to the Business Manager of the Union an annual written report 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 local industry 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 local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon written request.

SECTION 13 Grievances concerning use of the industry fund monies to which an Employer shall contribute for purposes prohibited under Section 12(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Residential Addendum. 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 15(j) 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 15(j) 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 Residential Addendum.

SECTION 15(a) Effective as of the date of this Residential Addendum, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate as per the attached [(Schedules #1 thru #7)] schedule of the negotiated wage and benefits for each hour worked by each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 20th day of the succeeding

month and shall be remitted as designated by the Trustees of the ITI, or, for purposes of collection and transmittal through the National Benefit Funds

(b) Effective as of the date of this Residential Addendum, the Employer shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate as per the attached [**Schedules #1 thru #7**] schedule of the negotiated wage and benefits for each hour worked by each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or, for purposes of collection and transmittal through the National Benefit Funds.

(c) Effective as of the date of this Residential Addendum, the Employer shall contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) the hourly contribution rate as per the attached [**Schedules #1 thru #7**] schedule of the negotiated wage and benefits for each hour worked by each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or, for purposes of collection and transmittal through the National Benefit Funds.

(d) Effective as of the date of this Residential Addendum, the Employer shall contribute to the Sheet Metal Workers' National Pension Fund (SMWNPF) the hourly contribution rate as per the attached [**Schedules # 1 thru #7**] schedule of the negotiated wage and benefits for each hour paid to each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or, for purposes of collection and transmittal through the National Benefit Funds.

The parties have agreed to the SMWNPF's Alternative Schedule as adopted by the union. The Union agrees to allocate a portion of the wage and benefit package that is sufficient to cover the increases necessary to attain the contribution rates listed in the attached schedules to the Fund as required by the Alternative schedule. The employer agrees to make payments to the Sheet Metal Workers' National Pension Fund in such amounts and at such times as are set forth in the Alternative Schedule and the Standard Form of Participation Agreement attached at Exhibit "A"

The Trustees shall have the authority to audit the Employer's payroll and wage records for the express purpose of determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations.

The parties agree to be bound by the SMWNPF's Trust Document as amended, as well as the Alternative Schedule.

(e) Effective as of the date of this Residential Addendum, the Employer shall contribute to the National Stabilization Agreement of Sheet Metal Industry (S.A.S.M.I.) Trust Fund on cents per hour worked. [The cents per hour contribution is based on three percent (3%) of the hourly gross taxable wage, hourly contributions to the Health & Welfare Fund, hourly contributions to the National Pension Fund, hourly contributions to the Vacation Savings Fund and hourly contributions to the Local 12 Annuity Fund.] Effective as of the date of this Residential Addendum, the Employer shall contribute to the National Stabilization Agreement of Sheet Metal Industry (S.A.S.M.I.) Trust Fund the hourly contribution rate as per the attached [**(Schedules #1 thru #7)** schedule of the negotiated wage and benefits for each hour worked to each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or, for purposes of collection and transmittal through the National Benefit Funds.

The Employer agrees to make contributions to the National Stabilization Agreement of Sheet Metal Industry (S.A.S.M.I.) Trust Fund in such amounts and at such times as are set forth in the SASMI Trust Agreement attached at Exhibit "B" and adopt the National S.A.S.M.I. Trust as presently constituted and as the same may be amended from time to time, to be bound by all Rules and Regulations of the Plan as adopted by the Trustees, as presently existing and as the same may be amended from time to time. The Trustees shall have the authority to audit the Employer's payroll and wage records for the express purpose of determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations.

(f) Effective as of the date of this Residential Addendum, the Employer shall contribute to the Sheet Metal Workers' Local Union No. 12 Welfare Fund the hourly contribution rate as per the attached [**(Schedules #1 thru #7)**] schedule of the negotiated wage and benefits for each hour worked to each employee of the Employer covered by this Residential Addendum. The Agreement and Declaration of Trust of said Welfare Fund is made a part of this Collective Bargaining Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated

by the Trustees of the Welfare Fund, or, for purposes of collection and transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

If, during the period covered by this Residential Addendum, a National Health Insurance Program is enacted and put into effect, and such legislation results in increased payroll taxes to either employees, employers, or both, and such legislation pre-empts, duplicates, or supersedes health care benefits provided in whole or in part by the Welfare Fund, the collective bargaining agreement shall be reopened with respect to the contribution rate being paid to the Welfare Fund to provide such health care benefits. (In no event shall the total wage and benefit package be increased.)

Any owner/member working under the jurisdiction of the trade, to maintain Health and Welfare eligibility, shall contribute to Sheet Metal Workers' Local 12 Combined Funds not less than 1680 hours per year.

(g) Effective as of the date of this Residential Addendum, the Employer shall contribute to the Sheet Metal Workers' Local Union No. 12 Annuity Fund the hourly contribution rate as per the attached [~~(Schedules #1 thru #7)~~] schedule of the negotiated wage and benefits for each hour worked to each employee of the Employer covered by this Residential Addendum. The Agreement and Declaration of Trust of said Annuity Fund is made a part of this Collective Bargaining Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Annuity Fund, or, for purposes of collection and transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

(h) Effective as of the date of this Residential Addendum, the Employer shall contribute to the Journeyman- Apprentice Training Fund for the Sheet Metal Industry of Western Pennsylvania ("JATF") the hourly contribution rate as per the attached [~~(Schedules #1 thru #7)~~] schedule of the negotiated wage and benefits for each hour worked to each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the JATF, or, for purposes of collection and transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

(i) Effective as of the date of this Residential Addendum, the Employer shall contribute to the Western Pennsylvania Sheet Metal Labor-Management Cooperation Trust ("LMC") the hourly contribution rate as per the attached [~~(Schedules #1 thru #7)~~] schedule of the negotiated wage and benefits for each hour worked to each employee of the Employer covered by this Residential Addendum. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the LMC, or, for purposes of collection and transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

(j) Effective as of the date of this Residential Addendum the Employer shall contribute to SMACNA of Western Pennsylvania Industry Fund the hourly contribution rate established by the trustees of the local industry fund and as per the attached [~~(Schedules # 1 thru #7)~~] schedule of the negotiated wage and benefits for each hour worked on and after the effective date of this Residential Addendum by each employee of the Employer covered by this Residential Addendum. The trustees of the local industry fund, or their representative, shall notify the local union of any changes to the established contribution rate prior to such change becoming effective. Payment shall be made monthly on or before the 15th day of the succeeding month and shall be remitted to SMACNA of Western Pennsylvania Industry Fund by transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

(k) Effective as of the date of this Residential Addendum, the Employer shall deduct the hourly contribution rate as per the attached [~~(Schedules # 1 thru #7)~~] schedule of the negotiated wage and benefits for each hour worked for deposit into the Welfare Fund, to credit each employee's vacation savings. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or, for purposes of collection and transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

(l) Effective as of the date of this Residential Addendum, the Employer shall deduct the hourly rate as designated by the Union for each hour paid to each employee of the Employer covered by this Residential Addendum and remit to the Sheet Metal Workers' Local Union No.12 to the credit of the employee for work dues and assessments. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of Sheet Metal Workers' Local Union No. 12, or, for purposes of collection and transmittal through Combined Funds Sheet Metal Workers' Local Union No. 12.

(m) Effective as of the date of this Residential Addendum, the Employer shall deduct an amount authorized by the employee for deposit at the credit union. Payment shall be made on or before the 15th day of the succeeding month.

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

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, the Sheet Metal Workers' National Pension Fund, the National Stabilization Agreement of the Sheet Metal Industry Trust Fund (collectively, "National Funds"), the Sheet Metal Workers' Local Union No. 12 Welfare Fund, the Sheet Metal Workers' Local Union No. 12 Annuity Fund, the Journeyman-Apprentice Training Fund for the Sheet Metal Industry of Western Pennsylvania, the Western Pennsylvania Sheet Metal Labor-Management Cooperation Trust, the SMACNA of Western Pennsylvania Industry Fund, the Sheet Metal Workers' Local Union No. 12 work dues and assessments, (collectively, "Local Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust or plan documents as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said documents.

Delinquent contributions are all contributions received after the due date. Employers shall pay interest on all delinquent contributions at the prime rate, plus 3%, calculated daily. Employers shall also pay a flat rate of \$30 as liquidated damages for the collection of delinquent contributions. If litigation is initiated against any Employer to collect delinquent contributions, the Employer shall be responsible for all delinquent contributions, interest on all delinquent contributions as defined above, liquidated damages of 20% of the total delinquent contributions, reasonable attorneys' fees, auditor's fees, and litigation expenses.

The Fund Trustees or Administrators are empowered to order an audit of the Employer's records. The Employer agrees to make his records available to authorized auditors upon ten (10) days' notice.

It is hereby agreed between the parties involved, SMART Local Union #12 and SMACNA of Western Pennsylvania, that the membership of SMART Local Union #12 shall have the right to allocate its negotiated wage, by vote, to any aspect of its Wage and Benefit Program. This right shall not be limited thereto.

**Local Funds: Combined Funds, Sheet Metal Workers' Local Union No. 12, located at: 1200 Gulf Lab Road, Pittsburgh, PA 15238-1304**

**National Funds: National Benefit Funds, located at: 8403 Arlington Boulevard, Suite 300, Fairfax, VA 22031**

SECTION 16 In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within ten (10) calendar day notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Residential Addendum.

SECTION 17(a) The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Residential Addendum. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

(b) When an Employer is performing any work specified in Article I of this Residential Addendum outside of the area covered by this Residential Addendum, and within the area covered by another Agreement with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

(c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of six (6) consecutive months.

(d) Each Employer signatory to this Residential Addendum shall place on deposit with the Combined Funds Sheet Metal Workers' Local Union No. 12 a Guaranty Bond written by a bonding company licensed to do business in the Commonwealth of Pennsylvania, or an irrevocable letter of credit, in the amount of:

1-3 residential sheet metal workers -	\$6,000
4-6 residential sheet metal workers -	\$12,000
7-9 residential sheet metal workers -	\$18,000
10-12 residential sheet metal workers -	\$24,000
13-15 residential sheet metal workers -	\$30,000
16 + residential sheet metal workers-	\$2000/employee covered by this Residential Addendum

The Guaranty Bond or irrevocable letter of credit shall be in favor of the Combined Funds Sheet Metal Workers' Local Union No. 12. The Employer's bond amount will be determined by using the average number of actual employees covered by this Residential Addendum that the Employer employs during the first quarter of the contract year (July, August and September). That average number is then used to determine the bonding level as stated above. Local 12 will notify the Employer in writing of the bonding level and the contractor shall have thirty (30) days to issue the bond. This Guaranty Bond shall guarantee the payments required to be paid by the Employer pursuant to the terms of this Residential Addendum to the following Funds: Sheet Metal Workers' Local Union No.12 Welfare Fund, SMWIA National Pension Fund, Annuity Fund, SASMI, NEMIC, SMOHIT, Industry Fund, Journeyman- Apprentice Training Fund, ITI, Labor Management Fund, Vacation and Savings Fund, Sheet Metal Workers' Local Union No.12 work assessments and union dues and all other contributions made to SMART or Local Union No. 12. Employers shall furnish said Bond within fifteen (15) days from the date of employment of any employee covered by the terms and conditions of this Residential Addendum. The Bond as required under the provisions of this Section shall remain in full force and effect until the termination of this Residential Addendum and furnished, at least on an annual basis.

The Joint Adjustment Board has the authority to modify an Employer's bond amount based on an appeal or on the current size of the Employer's workforce.

(e) Employers, including out of town contractors, unable to post a bond or provide an irrevocable letter of credit, shall provide written proof of rejection from a recognized insurance carrier. In the event an employer cannot post a bond to guarantee payment of fringe benefits and other obligations, then all payments to the Sheet Metal Workers' Local 12 Combined Funds hereunder shall be paid on a weekly basis immediately following the work week for which contributions are due.

(f) Any contractor not normally domiciled within Local 12's jurisdiction when delinquent in wage or benefit payments and fails to pay the same within five (5) days after being notified of their delinquency shall, in addition to any other remedy available under this Residential Addendum, be subject to lawful strike action by Local 12.

SECTION 18 The Employer and the Union understand that, the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Residential Addendum.

The parties agree that any schedule described above will be deemed to be adopted automatically if, in accordance with this Residential Addendum, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where

the Residential Addendum provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the pension fund that has issued that schedule.

It is undesirable to pay a surcharge upon pension contributions or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may re-open this Residential Addendum upon thirty (30) days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

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

### ARTICLE IX

SECTION 1(a) Residential journeyman and residential apprentice sheet metal workers covered by this Residential Addendum shall provide for themselves all necessary hand tools. The Employer shall provide all other necessary tools and equipment to perform the work.

(b) A suggested minimum, but not limited to, list of tools to be supplied by the employee is as follows:

Hand tongs	Shears (bulldogs)
Tinners' hammer	Combination Square
Screwdrivers	Two scratch awls
Quick-set dividers	Hack saw
Vise grip #10	Pliers #10 steel type
Plumb bob	Chalk box
Tool box	Tool pouch
25 ft. Retractable rule	Drift pin
Aviation Shears (left and right cuts)	7/16 and 9/16 speed wrench
Six foot wood folding rule (inside reader)	

(c) The following are also suggested for residential journeymen and residential apprentice sheet metal workers performing architectural/roofing work:

Shears (straight)	1/2" wide blade chisel
Claw Hammer	1" wide blade chisel

(d) The Employer shall provide residential limited apprentice sheet metal workers with the following tools:

Tinner's hammer	Drift pin
Aviation Shears (left and right cuts)	7/16" speed wrench
Hand tongs	9/16" speed wrench
Screwdriver	Vise grip #10
25 ft. retractable rule	

Note: All tools must be returned to the contractor at layoff or discharge.

(e) The Employer shall furnish protection for the member's hand tools, and the Employer's own possessions, on the job by proper enclosure (locked room and/or locked gang boxes). Failure to provide proper enclosure shall make the Employer responsible for all losses. When a total theft, fire or break-in occurs on a construction job or shop and an employee's tools are stolen or destroyed, the Employer and Business Agent of the area will meet and mutually agree that in fact a theft or fire took place, and a new set of tools will be purchased and given to the employee. Tools replaced shall be limited to \$425.00.

SECTION 2 The Employer shall provide a proper shelter for employees, to be heated in cold weather so that employees may change their clothes or eat their lunch on jobs on a twenty-five (25) or more workday duration.

SECTION 3 The Employer will not lease trucks from residential journeyman, residential sheet metal workers.

SECTION 4 Employees, on jobs of short duration, will be allowed to transport certain necessary Employer tools to and from the job site, if the member so desires. This consideration will be granted only if Local Union #12's office has been notified and consent has been given, prior to hauling.

## ARTICLE X

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

The Employer agrees that the Union's Business Manager and Business Representatives shall have the right to enter the job site of the Employer at any time for the purpose of checking safety, grievances and other conditions of employment in which the Union has interest and to conduct business therein without interference by the Employer provided there is no unnecessary interference with the operation and provided he notifies the Employer of his presence on the premises.

SECTION 1 Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Residential Addendum, 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 local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. 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 the first knowledge of the facts giving rise to the grievance.

SECTION 2 Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Local Joint Adjustment Board shall consist of representatives of the Union known as the Conference Committee of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 12 and of the local Employers' Association known as the Conference Committee of SMACNA of Western Pennsylvania and both sides shall cast an equal number of votes at each meeting. 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.

In the endeavor to further the mutual interest in the jurisdiction of the parties to this Residential Addendum the Local Joint Adjustment Board shall meet regularly once each quarter of each Residential Addendum year.

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.



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 procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Residential Addendum as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.\*)

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

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

**\*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 20151-1219.**

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

Employers not contributing to SMACNA of Western Pennsylvania Industry Fund and 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 to SMACNA of Western Pennsylvania Industry Fund and the IFUS for costs of arbitration under the provisions of Article X.

## ARTICLE XI

SECTION 1 The parties to this Residential Addendum 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 Committee.

SECTION 2 It is the understanding of the parties to this Residential Addendum that the funds contributed by signatory Employers to the International Training Institute and the Journeyman- Apprentice Training Fund for the Sheet Metal

Industry of Western Pennsylvania (“JATF”) will not be used to train Residential 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 the JATF. Therefore, the trustees of the International Training Institute and JATF shall adopt and implement a Scholarship Loan Agreement Program which will require Residential 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 JATF materials, facilities and personnel utilized in training. If a JATF does not implement the Scholarship Loan Agreement Program, the JATF shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 3 The parties to this Residential Addendum recognize the need to recruit, indenture and train the appropriate number of apprentices to perform the work of the sheet metal worker in a safe and learning environment to proficiently perform the work within the jurisdiction of this Residential Addendum.

## ARTICLE XII

SECTION 1(a) The parties to this Residential Addendum agree that it is advantageous to hold, at a minimum, an annual meeting for the purpose of discussing safety and health issues that affect the industry. Recommendations from those meetings may be brought to the Joint Adjustment Board for implementation if necessary. Costs for the meeting materials shall be borne by the Labor-Management Cooperation Trust.

(b) Personal protective equipment shall be furnished in sufficient quantities to each employee by the Employer, when required, however, in no case less than the limits established by the Occupational Safety Health Administration (“OSHA”) standards for the construction industry relating to personal protective equipment. If metatarsal boots are required for a project, the employer shall be responsible for reimbursing the employee up to \$75.00 for the purchase of the boots at a maximum of once per twelve-month cycle.

(c) Where materials are being used in the shop and in the field that may prove injurious to the sheet metal worker’s health proper ventilation systems are required.

(d) A minimum of one (1) first-aid kit will be provided on all projects by the Employer.

(e) Employees covered by this Residential Addendum shall complete the required OSHA 10 and OSHA 30 training as well as any mandatory refresher course as a condition of employment in the sheet metal industry. Training shall be completed on the employee’s time prior to June 30, 2016. The parties to this Residential Addendum shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be arranged and paid for by the Journeyman-Apprentice Training Fund.

(f) The Employer shall submit notice to the Union of all OSHA recordable injuries at the time of the occurrence.

SECTION 2(a) The signatory parties to this Residential Addendum recognize that the use of illegal drugs, unauthorized drugs, and alcohol abuse are serious problems that may endanger our employees/members and others in the workplace. The parties to this Residential Addendum also recognize that in order to eradicate the problem, efforts must include a focus on treatment and restoring employee/members with substance abuse problems to productive lives.

As a commitment to safeguarding the health of workers, providing a safe workplace, and supplying the customer with the highest quality service possible, the parties to this Residential Addendum have established a substance abuse testing program to prevent the use and/or presence of drugs and alcohol in the workplace.

In implementing the program, the parties to this Residential Addendum agree that all employees/members covered by this Residential Addendum will be encouraged to become eligible in the program by voluntarily participating in the terms and conditions of the Substance Abuse Testing Program. To encourage participation, all signatory employers to this Residential Addendum will designate their firms and all their projects as “A Drug Free Workplace” and employ only employees/members that possess “Current” status within the program’s eligibility pool by January 1, 2014.

Therefore, a substance abuse program has been established which includes, as a minimum, the following components: owner mandated, reasonable suspicion, post-accident, and random drug and alcohol testing as per the Western Pennsylvania Construction Industry Drug Free Partnership. The parties agree to comply with this program and any provisions within the program which may be updated from time to time. Any objection made by either party shall be brought before the Joint Adjustment Board.

(b) The parties to this Residential Addendum shall provide that the costs of the voluntary Substance Abuse Testing Program shall be arranged and paid for by the Journeyman-Residential Apprentice Training Fund.

(c) The Substance Abuse Testing Program and the pulmonary function testing as may be required by the construction industry and reasonable and necessary administrative expenses incurred in connection therewith, required by the Sheet Metal Workers Local #12 and SMACNA of Western Pennsylvania shall be paid for from the contributions to the JATF. The expenses shall be approved by the Joint Adjustment Board, consisting of the Conference Committee of Local Union No. 12 and the Conference Committee of SMACNA of Western Pennsylvania.

### **ARTICLE XIII**

In the event the Employer is entitled to employ a residential sheet metal worker and the Union fails to comply with the Employer's written request to furnish a residential sheet metal worker within forty-eight (48) hours, the Employer may hire such employees.

(b) Residential sheet metal workers who are herein defined as those employees not enrolled in the Local's apprenticeship program and shall be prohibited from working on the jobsite of the following projects:

1. Federal prevailing wage jobsites
2. Pennsylvania state prevailing wage jobsites

### **ARTICLE XIV**

SECTION 1 SMACNA and the 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.

SECTION 2(a) The Union's Stewards shall be appointed by the Union's Business Manager from the company-wide labor pool.

(b) The Union's Steward for the Residential Addendum shall maintain the work jurisdiction of the Sheet Metal Industry, and to assist whenever possible in adjusting differences or misunderstandings which may arise out of the interpretations or application of the provisions of this Residential Addendum in connection with the employment of members in shops or on jobs. At no time will the Union's Steward for the Residential Addendum perform the duties of residential sheet metal foreman or superintendent.

(c) The Union's Steward for the Residential Addendum shall be the second from last residential sheet metal worker laid off from the shop or job and the second to be recalled, provided he or she is immediately available and capable of performing the work available.

(d) The Union's Steward for the Residential Addendum of the shop may work in the field when there is no shop work available provided he or she is immediately capable of performing the work available.

SECTION 3 The parties to this Residential Addendum have adopted the Local 12 Sheet Metal Workers' Code of Excellence as approved by the SMART General Executive Council, attached to Residential Addendum as Exhibit "C".

**ARTICLE XV**

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

SECTION 2 The Union shall not extend more favorable conditions to any Employer or association than those contained in this Residential Addendum unless same be granted to all signatory employers. The Union will report to the Executive Director of SMACNA of Western Pennsylvania any present or new conditions, rates, or fringes differing from those expressed in this Residential Addendum.

SECTION 3 By invoking the resolve contained in Resolution # 78 of the Constitution and Ritual Of the Sheet Metal Workers' International Association (International Association Of Sheet Metal, Air Rail and Transportation Workers) Local Union # 12 shall adopt various addendums and Specialty Agreements designed by the International Association to combat the non-union element and to recoup work for our members by making union contractors (Employers) more competitive; and the Local Union Business Manager shall be empowered to expand on said addendums and Specialty Agreements or take whatever steps necessary, including additional flexible conditions on particular jobs sometimes known as "pin-pointing," to ensure that such work will be captured for our members; and that the signatory contractors (Employers) to cooperate fully on a local and national level to achieve our goal for full employment for all members.

**ARTICLE XVI**

SECTION 1 This Residential Addendum and Exhibits A, B, C and Schedules # 1, thru #6 attached hereto shall.

become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and remain in full force and effect until the  
(Date) (Month) (Year)

\_\_\_\_\_ day of \_\_\_\_\_, 2022 and shall continue in force from year to year thereafter unless  
(Date) (Month) (Year)

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 Residential Addendum shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice.

SECTION 2 If, pursuant to federal or state law, any provision of this Residential Addendum shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Residential Addendum shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X of this Residential Addendum.

SECTION 3 Notwithstanding any other provision of this Article, or any other Article of this Residential Addendum, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Residential Addendum, upon the service of notice to all other parties hereto, shall have this Residential Addendum reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Residential Addendum 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 Residential Addendum during the term of this Residential Addendum, or during the term of any extension, modification or amendment of this Residential Addendum. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Residential Addendum.

SECTION 5(a) Upon signing the Residential Addendum, contractors shall make known to Local Union #12 all principal owners of their company.

SECTION 5(b) By execution of this Residential Addendum the Employer authorizes Sheet Metal and Air Conditioning Contractors' National Association ("SMACNA") of Western Pennsylvania, to act as its collective bargaining representative for all matters relating to this Residential Addendum. 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 ninety (90) days prior to the then current expiration date of this Residential Addendum.

In witness whereof, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_  
(Date) (Month) (Year)

\_\_\_\_\_  
Sheet Metal and Air Conditioning Contractors'  
National Association of Western Pennsylvania  
/Employer

\_\_\_\_\_  
International Association of Sheet Metal, Air, Rail and  
Transportation Workers Local Union No. 12  
/Union

/Employer

/Union

By \_\_\_\_\_  
(Signature of Officer or Representative)

By \_\_\_\_\_  
(Signature of Officer or Representative)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer's Base of Operation

**EXHIBIT "A"**  
**Sheet Metal Workers' National Pension Fund**  
**STANDARD FORM OF PARTICIPATION AGREEMENT**

The undersigned Employer and Union represent that the only agreement between the said parties regarding pensions or retirements for employees covered by the Collective Bargaining Agreement between the parties is as follows:

1. (a) Commencing with July 1, 2013, and for the duration of this Residential Addendum and any renewals or extensions thereof, the Employer will contribute to the Pension Fund in accordance with ARTICLE VIII, SECTION 15(d) of this Residential Addendum. Contributions for those hours paid at time and a half or double time rates will be made to the Pension Fund at 1-1/2 or 2 times the hourly contribution rate, respectively. Contributions are required for vacation time, sickness absences, and other hours for which payment is made to the Employee in accordance with the applicable collective bargaining agreement between the Employer and the Union.  
(b) Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.  
(c) The payments to the Pension Fund required above shall be made to the "Sheet Metal Worker's National Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end such agreement.
2. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.
3. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided hereunder the Collective Bargaining Agreement.
4. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
6. The term of the present Collective Bargaining Agreement between the undersigned parties is through June 30, 2016. Any copies of renewal or extension agreements will be furnished promptly to the pension Fund office and, if not consistent with the Participation Agreement can be used by the Trustees as the basis for termination of participation of the Employer.

#### **FIRST ALTERNATIVE OPTION LANGUAGE**

This **Article/Section** relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF").

The Parties to this Agreement have adopted the "First Alternative Option" under the Sheet Metal Workers' National Pension Fund's (NPF) Funding Improvement Plan (FIP) Schedule, as in effect when this Collective

Bargaining Agreement is entered into and as that Option is amended from time to time. The Employer will contribute to the NPF at the hourly rates set forth in this Agreement, in accordance with the First Alternative Option and the NPF's Plan and Trust Documents (copies of these documents (including the updated FIP and FIP Schedule) have been made available to the parties and are available at [www.smwnpf.org](http://www.smwnpf.org)). The NPF's FIP Schedule (which includes the First Alternative Option) and Trust Document, as amended from time to time, are incorporated into this Agreement. The Employer will pay its required monthly NPF contributions no later than the 20th day of the month, after the month in which the Covered Employment was performed. Failure to pay on time and in full will constitute a delinquency and will subject the Employer to applicable interest, liquidated damages, fees and costs. The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at [www.smwnbf.org](http://www.smwnbf.org) (contact the IPS Support Team via email at [ips@smwnbf.org](mailto:ips@smwnbf.org) or by calling 800-231-4622).

## Exhibit "B"

### National Stabilization Agreement of Sheet Metal Industry S.A.S.M.I. Trust Agreement

Page Left Blank Intentionally

Exhibit “C”

**SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12

Sheet Metal Workers’ Code of Excellence

**WHAT IS THE CODE OF EXCELLENCE POLICY**



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

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

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

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

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

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

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

## **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12

Sheet Metal Workers' Code of Excellence

### **CODE OF EXCELLENCE PROGRAM DESIGN COMPONENTS**

The Code of Excellence program is designed to be flexible and to be used in every local union within the SMWIA. Specific issues of concern to local union leaders and memberships can be

incorporated into the Code of Excellence Program; however, the key components of the code of Excellence Program must be consistently applied if the program is to be successful.

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

1. **Commitment**- The Code of Excellence Program requires a commitment by the local union at every level of leadership, with membership acceptance, to abide by the responsibilities stated within the program.
2. **Business Manager**- The Business Manager or his/her designee is empowered to address workplace issues with members and to communicate to employers the individual workplace needs requiring management involvement.
3. **Member Professionalism**- SMWIA members have a responsibility to their union and fellow members to present themselves and represent their local union in a professional manner. This includes meeting employer and end user expectations about the work we perform.
4. **Member Responsibility**- If a member is failing to meet the standards we have set for ourselves, it is incumbent upon each member to assist each other in meeting our standards.
5. **Consequences of Failure**- SMWIA members must clearly understand the consequences if we fail to meet the customer's needs. Our ability as a union to ensure good wages and working conditions is directly related to our ability to perform.

# **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

## **IMPLEMENTATION OF THE CODE OF EXCELLENCE**

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

- 1. Presentation to all Local Union Officers – The program shall be presented by an SMWIA International Representative to the officers and leaders of the local union.**
- 2. Adoption by Officers – Local union officers and leadership shall discuss the provisions of the program and develop necessary local provisions for inclusion into the document. Local union leadership then commits through a recommendation by the local union executive board that implementation of the Code of Excellence Program be adopted by the full membership.**
- 3. Presentation to Membership – Following adoption by local union leadership, the program is presented to local union membership for approval.**
- 4. Local Officers and Leadership Training – Upon request of the local union, the International will assist in training local union leadership on the goals and implementation of the program.**
- 5. Local Membership Training – Training will be provided to the membership by the local union with assistance from the International. Through the training process, the expectations necessary to achieve the acceptable level of professionalism and productivity for each SMWIA member will be discussed and defined.**
- 6. Presentation to Employer – Once the local union adopts the Code of Excellence Program, the Business Manager or his/her designee presents the program to the Employer.**

# **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

## **SMWIA MEMBERSHIP COMMITMENT**

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

## **SMWIA RESPONSIBILITIES:**

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

Our responsibilities include the following:

### **Working Time**

- First and foremost, our members shall adhere to our core principal of productivity, eight hours work, for eight hours pay.
- All members shall adhere to established contractual starting and quitting times and shall meet their responsibility to their fellow members and employers by arriving to work on time and ready to work.
- Break and lunch periods are limited to the time allowed by the contract or agreement(s).
- Members shall meet their responsibility not to leave the jobsite without proper approval.
- When absent the member shall contact supervision in advance of their established starting time to confirm such absence.
- All members shall be productive and efficient, with idle time kept to a minimum.

# **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

- **Personal cell phone usage shall be limited to appropriate break times or lunch periods, or emergency use as defined by the local union Business Manager.**
- **Members shall meet their contractual responsibility to eliminate work disruptions on the job.**
- **All members shall work toward the goal of completion of projects on or under the allotted time.**

## **Safety**

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

## **Tools**

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

## **Fitness for Duty**

- **Members shall meet their responsibility of being fit for duty by accepting work for which they have the requisite skills and training.**
- **Members shall exhibit and maintain a level of craftsmanship recognized to be within the industry standard.**
- **Members shall meet their responsibility to be fit for duty, with zero tolerance policy for substance abuse.**

# **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

- **As representatives of their local union and employer, all members will be professional in appearance.**
- **The wearing or display of inappropriate materials shall not be tolerated.**
- **The Business Manager or his/her designee and leaders on the job shall work with other members who have displayed unacceptable work habits so that each member on the job meets a standard of quality and productivity second to none.**

## **Labor/Management Relations**

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

## **EMPLOYER RESPONSIBILITIES;**

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

- **To address ineffective supervisors, including superintendents, general foremen, and foremen.**

# **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

- **To insure proper job planning, supervision and layout, to minimize down time.**
- **To make available the proper types and quantities of tools, equipment and materials to ensure job progress.**
- **To ensure proper maintenance, care, storage, and security for employer-provided and employee-provided equipment and tools.**
- **To demonstrate to the customer the efficiency of our partnership, the employer will ensure there are adequate numbers of employees to perform the work efficiently and, conversely, to limit the number of employees to the work at hand.**
- **To provide the necessary jobsite leadership to eliminate problems and provide effective solutions.**
- **To instill in supervisors the necessary positive attitude that the SMWIA local union, their members and the employer are working together.**
- **To ensure that jobsite leadership takes the necessary ownership of mistakes created by management decisions.**
- **To eliminate unsafe work conditions and ensure that proper safety training, equipment, and methods are utilized.**
- **To address concerns brought forth by the Business Manager or his/her designee. If the problem is not resolved at the lowest level of management, the Business Manager or his/her designee may choose to address the issue with higher levels of management.**
- **If the issue is not resolved, the local union or employer may call for a labor-management meeting to resolve concerns or issues.**

# **SMWIA CODE OF EXCELLENCE PROGRAM**

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

## **MEMBERSHIP DISPUTE RESOLUTION CRITERIA**

### **Overview**

The success of the Code of Excellence Program is dependent upon the acceptance and understanding by each member of the scope of their responsibilities as established within the program.

It must be understood that a truly successful workplace environment can only be achieved by participation of both the SMWIA and the Employer in meeting their responsibilities. The union's role is to address with its members any individual problems that are brought to its attention to ensure the Union's obligation to live up to the promise of providing a skilled and professional workforce to the employer and the end user is maintained and improved.

## **UNION RESPONSIBILITIES**

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

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



## **Code of Excellence**

- 1. Refusal of jobs or unavailable (no returned call) upon call from the employer for work shall upon the third violation result in removal from the out of work list.**
- 2. Not showing for work when hired by the employer, shall be deemed to be a violation of the Constitution, and may subject the member to local union charges and trials.**
- 3. Acceptance of employment or job under false pretenses, such as no adequate skills for the job, which shall also be deemed a violation of the Constitution, and may subject the member to local union charges and trials.**
- 4. Conduct resulting in termination by an employer for cause, which shall be documented upon the attached form which is to be supplied by the local union. If the employer indicates that a terminated employee is not eligible for rehire such designation shall be honored by the removal from the out of work list for a minimum of 180 days. Provided that, if the local union determines to process a grievance contesting such termination, such termination shall not be considered as being for cause until a Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or alternative procedures negotiated by the local parties) determines that such termination was for cause, or the grievance process is otherwise completed without invalidating the termination.**

**The Business Manager and or his/her designee, as well as the employer, must endeavor to correct performance problems with individual members at the workplace, so that their performance meets the standards of the Code of Excellence Program. However, there will be instances where the local union ultimately must withhold contractual out of work list privileges from those employees that have demonstrated that they are either unwilling, or incapable, of meeting acceptable standards of workplace behavior. In such circumstances, employers have a reciprocal obligation to terminate such employees for cause, rather than merely laying them off. A disciplinary action plan shall be implemented which establishes a "Three Strikes Policy" for violation of the Code of Excellence Program provisions. Such plan shall provide that, in any case where there are three separate instances within a 24-month period where the employee has been convicted of constitutional violation under points 2 or 3 or has been subject to termination under point 4, in any combination, the employee's out of work list privileges shall be suspended indefinitely.**

## **Code of Excellence**

**The employee may appeal the suspension to the Local Joint Adjustment Board, a Panel, the National Joint Adjustment board (or any alternative procedure negotiated by the local parties), which shall have the authority to reduce the period of any suspension of out of work list privileges, if it determines that fairness and equity require such action under the circumstances of the particular case or to terminate the suspension when it determines that the underlying causes for the suspension have changed so that the employee deserves to be restored to out of work list privileges.**

**A sample copy of the Notice of Termination Form is attached as Exhibit A.**

# SMWIA CODE OF EXCELLENCE PROGRAM

SMART/Local Union No. 12  
Sheet Metal Workers' Code of Excellence

## Exhibit A NOTICE OF TERMINATION SMWIA Local --- (Required by Code of Excellence Program)

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)  Other (Explain)

Misconduct (Explain)

### Voluntary Quit

To Take Another Job

To Seek Another Job

Leaving Area

Sickness

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

Explanation:  
\_\_\_\_\_  
\_\_\_\_\_

Schedule #1  
Total Negotiated Wage & Benefit

Residential Journeyperson Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$20.49	\$21.49	\$22.49
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	7.00	7.00	7.00
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	1.32	1.32	1.32
Vacation Savings	0.50	0.50	0.50
Annuity Fund (Contribution rate/hour worked)	0.15	0.15	0.15
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.88	0.92	0.95
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$30.65</b>	<b>\$31.69</b>	<b>\$32.73</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.

Schedule #2  
Total Negotiated Wage & Benefit

Level 5 Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$19.47	\$20.47	\$21.47
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	7.00	7.00	7.00
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	1.25	1.25	1.25
Vacation Savings	0.48	0.48	0.48
Annuity Fund (Contribution rate/hour worked)	0.10	0.10	0.10
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.85	0.88	0.91
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$29.46</b>	<b>\$30.49</b>	<b>\$31.53</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.

Schedule #3  
Total Negotiated Wage & Benefit

Level 4 Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$18.44	\$19.44	\$20.44
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	7.00	7.00	7.00
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	1.19	1.25	1.25
Vacation Savings	0.45	0.45	0.45
Annuity Fund (Contribution rate/hour worked)	0.10	0.10	0.10
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.82	0.85	0.88
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$28.31</b>	<b>\$29.43</b>	<b>\$30.46</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.

Schedule #4  
Total Negotiated Wage & Benefit

Level 3 Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$16.39	\$17.39	\$18.39
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	7.00	7.00	7.00
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	1.06	1.06	1.06
Vacation Savings	0.40	0.40	0.40
Annuity Fund (Contribution rate/hour worked)	0.10	0.10	0.10
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.75	0.78	0.81
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$26.01</b>	<b>\$27.04</b>	<b>\$28.07</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.

Schedule #5  
Total Negotiated Wage & Benefit

Level 2 Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$15.37	\$16.37	\$17.37
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	7.00	7.00	7.00
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	0.99	0.99	0.99
Vacation Savings	0.38	0.38	0.38
Annuity Fund (Contribution rate/hour worked)	0.10	0.10	0.10
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.72	0.75	0.78
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$24.87</b>	<b>\$25.90</b>	<b>\$26.93</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.



Schedule #6  
Total Negotiated Wage & Benefit

Level 1 Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$14.34	\$15.34	\$16.34
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	4.36	4.36	4.36
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	0.92	0.92	0.92
Vacation Savings	0.35	0.35	0.35
Annuity Fund (Contribution rate/hour worked)	0.10	0.10	0.10
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.60	0.63	0.66
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$20.98</b>	<b>\$22.01</b>	<b>\$23.04</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.

Schedule #7  
Total Negotiated Wage & Benefit

Entry Level Sheet Metal Worker SMART Local Union No. 12 Effective 07/01/2019 – 06/30/2022	07/01/2019	07/01/2020	07/01/2021
Basic Wage Rate	\$11.27	\$12.27	\$13.27
Health & Welfare (Contribution rate/hour worked) (Healthcare Insurance & Benefits)	4.36	4.36	4.36
SMWNPF (Contribution rate/hour paid) (Sheet Metal Workers National Pension Fund)	0.73	0.73	0.73
Vacation Savings	0.30	0.30	0.30
Annuity Fund (Contribution rate/hour worked)	0.10	0.10	0.10
SASMI (3% on all of the above) (National Stabilization Agreement of Sheet Metal Industry)	0.50	0.53	0.56
NEMIC (Contribution rate/hour worked) (National Energy Management Institute Committee)	0.03	0.03	0.03
SMOHIT (Contribution rate/hour worked) (Sheet Metal Occupational Health Institute Trust)	0.02	0.02	0.02
Industry Fund (Contribution rate/hour worked) (SMACNA of Western Pennsylvania Industry Fund)	0.01	0.01	0.01
JATF (Contribution rate/hour worked) (Journeyman-Apprentice Training Fund)	0.12	0.12	0.12
ITI (Contribution rate/hour worked) (International Training Institute)	0.12	0.12	0.12
LMC (Contribution rate/hour worked) (Labor-Management Cooperation Trust)	0.01	0.01	0.01
<b>TOTAL:</b>	<b>\$17.57</b>	<b>\$18.60</b>	<b>\$19.63</b>

The numbers in this spreadsheet have been collectively bargained, however allocations to the individual funds may change during this agreement. For up-to-date allocations figures, please contact SMART Local Union 12's office.

## Residential Foreman

Residential Foreman Rates Sheet Metal Worker SMART Local Union No. 12 effective 07/01/2019 - 06/30/2022	Hourly
2 to 7 Workers	\$0.50
8 to 11 Workers	\$1.00
12 to 17 Workers	\$1.50
18 to 23 Workers with 1 Sub-Foreman	\$2.00 \$1.00
24 Workers and over with 2 Sub-Foreman	\$3.00 \$1.50