

BISMARCK-MINOT AREA – NORTH DAKOTA

Between

BISMARCK-MINOT SUBDIVISION  
North Dakota & South Dakota Division  
SMARCA, Inc.

And

International Association of Sheet Metal, Air, Rail and Transportation  
Local Union No. 10  
Bismarck-Minot North Dakota

Effective

June 17, 2013 – June 3, 2018

## TABLE OF CONTENTS

ARTICLE		PAGE
I	WORK JURISDICTION & PRESERVATION.....	1
II	SUBCONTRACTING .....	2
III	STEWARDS & UNION ACCESS.....	2
IV	HIRING & DISPATCHING.....	3
V	UNION SECURITY & UNION DUES .....	8
VI	HOURS OF WORK & OVERTIME.....	9
VII	TRAVEL & SUBSISTENCE .....	11
VIII	WAGES .....	12
IX	MISCELLANEOUS .....	16
X	SETTLEMENT OF DISPUTES.....	18
XI	SASMI .....	21
XII	PENSION FUNDS & HEALTH FUND .....	21
XIII	INDUSTRY FUND .....	22
XIV	PAYMENTS DUE FRINGE BENEFIT FUNDS .....	23
XV	SMOHIT .....	25
XVI	APPRENTICESHIP & APPRENTICE FUNDS.....	25
XVII	PRE-APPRENTICESHIP AND TRADESMEN.....	29
XVIII	RESIDENTIAL.....	31
XIX	DRUG AND ALCOHOL TESTING.....	33
XX	EFFECTIVE DATES .....	36
XXI	PROBATIONARY PERIOD.....	37
	SIGNATURE PAGES .....	38

# BISMARCK-MINOT AREA SHEET METAL LABOR AGREEMENT

THIS AGREEMENT is entered into this 17th day of June, 2013, by and between the Bismarck-Minot Area Subdivision of the North Dakota & South Dakota Division of SMARCA, Inc., on behalf of its members and those Employers who assigned their bargaining rights to them (hereinafter referred to individually as the "Employer") as well as any other contractor signatory hereto (similarly referred to as "Employer"), and the International Association of Sheet Metal, Air, Rail and Transportation, Local Union No. 10, Bismarck-Minot, North Dakota (hereinafter referred to as "Union" or "SMART") for the specific counties as follows: Adams, Billings, Bottineau, Bowman, Burke, Burleigh, Divide, Dunn, Emmons, Golden Valley, Grant, Hettinger, Kidder, McHenry, McKenzie, McLean, Mercer, Morton, Mountrail, Oliver, Pierce, Renville, Rolette, Sioux, Sheridan, Slope, Towner, Ward, Wells, and Williams.

## ARTICLE I WORK JURISDICTION & PRESERVATION

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

**Section 2.** The Employer agrees that none but journeyman, apprentice, tradesman, and pre-apprentice sheet metal workers shall be employed on any work described in this Article.

**Section 3.** The Employer agrees to provide the Union with written evidence of assigned work on the Employer's letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. This written assignment is for the purpose of providing jurisdiction. This list of specific items of work may be revised from time to time as agreed to by the Employer and the Union.

**Section 4.** When requested by the business agent, the Employer will prepare a report of construction wages to establish the prevailing wage rates for any job he has had.

## **ARTICLE II SUBCONTRACTING**

**Section 1.** No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitation, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

**Section 2.** Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under the provisions of this Agreement.

## **ARTICLE III STEWARDS & UNION ACCESS**

**Section 1.** There shall be a steward in each shop and on each commercial job, if the business agent feels it is necessary, who shall be appointed by the business agent.

The Employer shall be notified in writing as to whom the shop and job stewards are under his employ. This shop/job steward shall take up all grievances on the job and attempt to have the same adjusted with the Employer or Employer representative. He shall promptly notify the business agent of the fact that there is a grievance and the outcome of said grievance. If the grievance cannot be settled between the steward and the Employer, then the business agent and the Employer shall attempt to adjust the matter.

In no event shall the steward be laid off or discharged for carrying out his duties. In addition to his regular work, the steward shall be permitted to perform union duties during working hours but no more than one (1) hour in a week shall be spent on jurisdictional disputes. The Union agrees that such duties shall be performed as expeditiously as possible and that any violations shall be reported to this business agent.

**Section 2.** The business agent of the Union shall have access to jobs where employees covered by this Agreement are at work, provided that he does not unnecessarily interfere with the employees or cause them to neglect their work. The business agent shall enter the premises at his own risk, with no liability to the signatory Employer.

## ARTICLE IV HIRING & DISPATCHING

**Section 1. HIRING:** The Employer agrees to make his requests for all employees who are to be employed in the bargaining unit from the Local Union No. 10 hiring hall in the North Dakota or South Dakota area where the work is to be performed. The Union will immediately dispatch such employees as have been requested in accordance with the dispatching rules contained in this Article. However, it is understood and agreed that all such dispatching and operating of any hiring hall that may be maintained by the Union shall be subject to and governed by the following conditions:

(A) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by union membership, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements.

(B) The Employer agrees not to discriminate against any person because of race, color, creed, sex or age.

(C) The Employer retains the right to reject, for any lawful reason, any applicant referred by the Union.

(D) The Employer shall furnish the Union with a completed termination slip for any employee who is terminated, showing reason(s) for termination, eligibility for rehire and tool clearance. The Employer shall forward one (1) copy to the Union dispatching office.

**Section 2.** The Union agrees to furnish, upon request by the Employer, duly qualified journeyman, apprentice or pre-apprentice sheet metal workers in sufficient numbers as may be necessary to properly execute the work contracted for by the Employer, in the manner and under the conditions specified in this Agreement.

**Section 3.** In the event that the Union is unable to supply necessary workmen within seventy-two (72) hours of the Employer's written request, the Employer may secure the necessary workers as follows:

(A) The Employer may request pre-apprentices, tradesmen, and/or registered or certified apprentices from the Joint Apprenticeship Training Committee and the Committee shall supply such pre-apprentices, tradesmen, and/or apprentices if available.

(B) Requests for new pre-apprentices, tradesmen, and/or apprentices - see Articles XVI and XVII.

(C) The Employer may hire any person he deems acceptable as a journeyman and within eight (8) days after employment such person shall be paid the journeyman rate provided in this Agreement, and shall then become a member of the Union, subject to the conditions provided in Article V of this Agreement. An Employer may also hire any person he deems acceptable as a pre-apprentice or tradesman, subject to this Article and Articles XV and XVI and within eight (8) days after employment, said pre-apprentice shall be paid the pre-apprentice rate provided in this Agreement and shall then become a member of the Union, subject to the conditions provided in Article V of this Agreement.

**Section 4. DISPATCHING PROCEDURES:** The following dispatching procedures shall be forthwith placed in effect at all Union dispatching offices pursuant to the provisions of this Agreement:

(A) The Employer has agreed that it will first call the Union dispatching office for all men. If the Union agents are asked to supply men, they shall promptly relay such request to the proper dispatching office for servicing of such request.

(B) A written referral will be given to each workman dispatched to a job. This is not a Union "clearance", but rather written evidence in the workman's possession that he has been dispatched in accordance with the applicable Labor Agreement.

(C) Each dispatching office shall maintain appropriate registration lists, cards and other records of registered workmen, kept current from day to day, and referrals of registered workmen will be made in accordance with seniority provisions hereinafter stated. However, when a workman seeks to register for the first time as a journeyman sheet metal worker, apprentice or pre-apprentice, he shall furnish satisfactory proof that he is qualified to do the work in the particular category in which he seeks employment. It is the intention of the parties to this Agreement that only competent workmen shall be employed. Standards to be used by the dispatcher in determining qualifications will be as follows:

(1) Journeyman Sheet Metal Workers:

(a) Any workman who has previously worked for a signatory Employer in the states of Minnesota, North Dakota or South Dakota, as a journeyman sheet metal worker will be deemed to be qualified as a journeyman sheet metal worker.

(b) All other workmen desiring to be registered and dispatched as journeyman sheet metal workers must show four (4) years experience with the tools of the trade and must present to the dispatcher a certificate of qualification showing that he passed a written examination and a practical

test prescribed and administered by the Joint Apprenticeship Training Committee.

(2) Apprentices, Pre-apprentices, and Tradesmen:

(a) Any workman currently registered in the Apprentice Program will be deemed a qualified apprentice.

(b) Any workman whose application to the Joint Apprenticeship Training Committee has been accepted within the last 180 days will be deemed qualified for dispatchment on a probationary basis, in accordance with Apprentice Program procedures, or for dispatchment as a pre-apprentice.

(D) No qualified workman will be refused registration or dispatchment because of membership or non-membership in any labor union.

(E) Each dispatching office will maintain its registration lists in such manner as to dispatch workmen, either as journeyman sheet metal workers, apprentices, pre-apprentices, or tradesmen, without regard to union or non-union status of the registrants in the following order of preference:

Group A: Group A will consist of registered workmen who are unemployed or are employed in another contract jurisdiction and have been employed within the geographical jurisdiction of the Union or for another local union within the past twelve (12) months.

Group B: When Group A is exhausted, registered workmen who have been employed by signatory Employers in the states of Minnesota, North Dakota and South Dakota during the previous four (4) years, provided the workmen are available for employment. Workmen in this Group will be dispatched on a first-registered, first-out basis.

Group C: When Group B is exhausted, all other registered workmen who are available for employment will be dispatched on a first-registered, first-out basis.

(F) It will be the responsibility of all qualified workmen who have been previously dispatched to register when out of work if they desire to be dispatched again.

(G) The dispatcher, in the first instance and in accordance with the foregoing provisions, will determine whether a workman is qualified to register and the seniority group in which he shall be placed. This determination will normally be based upon information or papers that the workman supplies. If any doubt exists as to any material

matter, the dispatcher may call prior Employers or otherwise make prompt investigation into the facts as needed. Any dispute that may arise relative to qualifications, seniority or any other material matter shall be settled as follows:

- (1) The workman shall file with the dispatching office a written request for review of the disputed matter.
- (2) The dispatching office shall immediately refer the request to the Local Joint Adjustment Board, which shall review the matter at its next regular meeting. The workman may appear before said Board and present all material and pertinent evidence in his favor. After review thereof, the Board shall forthwith make its recommendation, which shall be conclusive.
- (3) If the Board is unable to come to a decision regarding its recommendations, the workman may then request arbitration.
- (4) Upon such request for arbitration, an arbitrator shall be mutually agreed upon by the workman and the Union, and the arbitrator shall, at the time and place selected by him, hear and finally decide the matter.

Failing to agree upon the selection of an arbitrator, the parties shall proceed to select an arbitrator pursuant to the rules of the Federal Mediation Service. All expenses of the arbitrator shall be borne equally by the workman and the Union.

(H) The dispatcher shall hand to each workman applying for registration and dispatchment, a copy of these dispatching rules. Whenever possible, a written receipt shall be obtained and kept by the dispatching office. A written receipt shall be mandatory from all workmen who qualify and register for dispatchment for the first time.

(I) "Available to work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able and willing to go to the job site and perform the work for which he is being dispatched.

The practice of the dispatching office shall be uniform as to all registrants with respect to physical presence in the office at given hours or telephoning in, being available to a telephone, etc., and registrants shall be informed of the practice.

(J) Appropriate notations shall be made opposite the registrant's name when his name is reached for dispatchment, showing the job and classification to which he is dispatched, his lack of availability or other reason(s) that he has been passed over. If inquiry is made by the registrant, he or she shall be given exactly the same information as to reason(s), etc., as appears on the notation.



(K) In such cases, or any other cases, which may lead to dispute, the dispatcher shall immediately make notes on the facts upon which he or she based his or her decision to dispatch or not to dispatch the man.

(L) No fees shall be required as a condition of registration or dispatchment.

(M) All referrals for employment will be made by the business manager/business representative from the hours of 8:00 am through 10:00 pm. A list of all unemployed workmen shall be kept at all times. The names shall appear by layoff dates in the order in which they were laid off.

(N) A short-term job is any job lasting less than thirty (30) calendar days. A workman will not lose his place on the unemployed list for accepting a short-term job. When an Employer requests a man for more than twenty-nine (29) calendar days, he will be asked by the business representative if he would consider a lay off for that man at the end of the twenty-ninth (29th) day, so the individual would not lose his place on the list. The option of taking the job would then be up to the man. To fill temporary jobs for twenty-nine (29) days or less, referrals will be made from the top of the list. Once a workman has worked a short-term job, he will not be referred to another one until the list has been exhausted. If a long-term job comes up during a workman's employment on a short-term job, it will be offered to him. Any workman working more than twenty-nine (29) calendar days will lose his place on the unemployed list.

(O) The business representative will attempt to have the workmen working in their home areas and will contact the Employers in an effort to switch men back to the home area if they so desire.

(P) Qualification sheets must be filled out by all workmen. If an individual misrepresents his qualifications on the form and is terminated or laid off because he is unqualified, he will lose his former position on the list and go to the bottom of the list, if there is verification of the unqualified lay off.

(Q) A signatory Employer may recall a former employee, if that Employer had employed that employee within ninety (90) days of the layoff date, or if that employee is currently drawing unemployment compensation chargeable to the Employer's account.

(R) All workmen residing within a twenty-five (25) mile radius of the job site shall have preference for those jobs. All other workmen living in the jurisdiction of the contract would have next preference. After all qualified workmen in this contract jurisdiction have been referred then all other referrals would come from the master list. No workman would lose his place on his home list for accepting work outside of this contract area.

(S) Solicitation of jobs will not be permitted.

(T) The Union agrees to furnish termination slips to all Employers. The Employers agree to complete the termination slips and return them to the Local Union No. 10.

(U) Any individual who refuses two (2) or more jobs shall lose his place and go to the bottom of the list.

## **ARTICLE V UNION SECURITY & UNION DUES**

**Section 1.** The Employer agrees to require membership in the Union as a condition of continued employment, of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, providing 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 an employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

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

**Section 3.** Every Employer signatory to this Agreement hereby agrees to check off from the wages of any employee covered by this Agreement working dues and an organizing fund in the amount determined pursuant to Article VIII, Section 4, of this Agreement and remit said amount to the Union in the following manner:

(A) For each payroll period, the Employer will deduct from the wages of such employees the amount specified, based on the number of hours worked and/or gross pay during said payroll period, and will accumulate said deductions throughout the month.

(B) On the tenth (10th) day of each month, or the first work day thereafter, the Employer will remit the entire amount of working dues due and owing as to each employee for the previous month, pursuant to Article XIV of this Agreement, together with a list of employees covered hereby and the number of hours worked and gross pay of each such employee during the applicable period, along with the Union's copy of the

report forms.

(C) Obligations of the Employer under this Section apply only as to employees who have voluntarily signed a valid dues deduction and authorization card.

(D) At the time of the employment of any employee covered by this Agreement, the Employer will submit to each such employee a dues deduction authorization card in triplicate for his voluntary signature. One (1) copy of all cards so signed shall be sent to the Union, one (1) copy retained by the Employer, and one (1) by the employee. This form will be supplied each Employer by the Union.

(E) On the tenth (10th) day of each month, or the first working day thereafter, the Employer will submit to the Union a list of all employees covered by this Agreement who have not signed a dues deduction authorization card, together with the number of hours worked and the gross pay of each such employee during the previous month.

**Section 4.** The provisions of this Article shall be deemed to be of no force or effect in any state to the extent to which the making or enforcement of such provisions 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.

## **ARTICLE VI HOURS OF WORK & OVERTIME**

**Section 1.** The regular work day shall consist of eight (8) hours labor in the shop or on the job, and shall be permanently established between the hours of 7:00 am and 5:00 pm, and the regular work week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. The regular work day may also consist of up to ten (10) hours labor in the shop or on the job between the hours of 6:00 am and 6:00 pm, in which case the regular work week will consist of four (4) ten (10) hour days labor in the shop or on the job between Monday and Friday of each week, or a combination of five (5) consecutive days labor beginning with Monday and ending with Friday of each week where a maximum number of regular hours per day would not exceed ten (10). This would allow, for example, four (4) nine (9) hour days and one (1) four (4) hour day. Also, when working more than sixty (60) miles from company's shop, forty (40) hours per week at straight time Monday through Friday with mutual consent will be allowed. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid at the regular hourly rate. The first two (2) hours of work performed outside the regular working hours Monday through Friday per day shall be paid at one and one-half (1½) times the regular base rate. Any additional work performed outside the regular working hours Monday through

Friday shall be paid at two (2) times the regular base rate. However, all service work performed outside the regular working hours, (except on Sundays, holidays, and after eight (8) hours of work on Saturday) shall be paid at one and one-half (1½) times the applicable regular base rate for that type of service work. Service work performed on Sundays, holidays, and after eight (8) hours of work on Saturday, shall be paid at two (2) times the applicable regular base rate for that type of service work.

Employees shall be at the shop or on the job at the scheduled starting time each day and shall remain there until quitting time.

If mutually agreed between the Contractor and the Union the starting time can be changed to any continuous eight (8) or ten (10) hour period between 6 a.m. and 6 p.m. If an alternate time is established for the shop or job all employees at that site will work the same schedule.

**Section 2.** New Year's Day, Memorial Day, Fourth of July, Veterans Day, Thanksgiving Day, Labor Day and Christmas Day shall be recognized as holidays. Veteran's Day will be observed on a day of each of the employees choosing, but the employer must be notified thirty (30) days in advance of the date chosen. If the employee had to work on the date that is chosen the double time provisions would apply.

Where the holiday falls on a Saturday, the Friday preceding it will be recognized as the holiday, and where the holiday falls on a Sunday, the following Monday will be recognized as the holiday. All work performed on holidays and Sundays shall be paid at two (2) times the regular base rate. All work performed on Saturdays shall be paid at one and one-half (1½) times the regular base rate for the first eight (8) hours and at two (2) times the regular base rate thereafter. Fringe benefit contributions shall be made on hours worked and not hours paid for all overtime pay situations.

**Section 3.** It is agreed that all work performed outside the regular working hours during the regular work week, on Saturdays, Sundays and holidays, shall be reported to the designated Union representative no later than forty-eight (48) hours after it is performed. This forty-eight (48) hours begins on the next succeeding day. Preference for overtime and holiday work shall be given to men on the job on a rotation basis so as to equalize such work as nearly as possible.

**Section 4. SHIFT WORK:** An Employer may elect to work multiple shifts on the same job site or in the shop, or a late shift where a late shift is required and no first and/or second shift is possible, because of the use or occupancy of the structure. Such shift(s) shall consist of not less than eight (8) hours and be scheduled Monday through Friday. Where a shift ends twelve (12:00) midnight or later, Monday's shift shall begin at twelve (12:00) midnight Sunday or later. Employees shall be allowed one-half (½) hour, with pay, to eat during such shifts. For all shift work, journeymen, apprentice and pre-apprentices shall receive fifty cents

(\$.50) per hour over the applicable hourly rates, including for work performed during the regular work day. Overtime rates shall apply for Saturdays, Sundays and holidays, and for more hours per day than the regular work day. Employees working a regular working day and then going to a shift-work job that same day shall receive the applicable overtime rate of pay and not the shift-work rate of pay for the hours beyond the regular work day. Shifts, which are established for less than eight (8) hours, shall be paid at the applicable overtime rate, except as specified herein.

## **ARTICLE VII TRAVEL & SUBSISTENCE**

**Section 1.** The free zone shall be a radius of thirty (30) road miles around a signatory Employer's shop or an employee's home.

**Section 2.** When employed in a shop or on a job within the limits of the free zone herein specified, employees shall be governed by the regular working hours specified herein and shall provide for themselves the necessary transportation within said limits from home to shop or job at starting time, from job to job, and from job or shop to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

**Section 3.** When employed outside the limits specified in Section 1 of this Article and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such jobs back to the limits specified in Section 1 of this Article, which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expenses may be paid by one of the other methods contained herein.

**Section 4.** An employee furnishing his own transportation shall be reimbursed for travel outside of said free zone at the current IRS rate. As of June 1, 2013 the IRS rate is fifty-six and one-half cents (\$.565) per mile. As of January 1, 2014, the IRS rate is fifty-six cents (\$.56) per. Any travel during working hours between jobs, whether inside or outside the free zone, shall also be reimbursed at that same rate when required by the Employer and where the employee is furnishing his own transportation. When the Internal Revenue Service increases the current rate, the contract rate shall increase to that new rate on the effective date of that change.

**Section 5.** When employed outside of the eighty (80) mile zone, the Employer may elect to pay subsistence at the rate of sixty dollars (\$60.00) per day for each day worked, plus mileage and travel time to the job once at the beginning of the job, and once from the job at the end of the job computed from the edge of the eighty (80) mile zone. Where an employee is

working outside of this zone and is called in by the Employer to be placed at work at another job, the employee shall receive travel time and mileage. If the employee is called in due to lack of work on that site, however, he shall not receive travel time or mileage, but shall only receive the travel time and mileage once at the beginning of the job and once at the end of the job. Also, on jobs located outside of this zone, any person quitting or being discharged for just cause shall not be entitled to travel time and/or mileage for the return trip computed from the edge of the eighty (80) mile zone.

**Section 6.** When employed within eighty (80) miles of the signatory Employer's shop or the employee's home, where the Employer furnishes transportation to and from the job each day, there shall be no travel time and/or mileage. When transportation is not supplied by the Employer on jobs within eighty (80) miles of the Employer's shop or the employee's home, travel time shall be paid one (1) way each day at one and one-half (1½) times the regular hourly base rate based on fifty-five (55) miles per hour, in addition to the regular mileage rate in Section 4 above.

**Section 7.** When the employee is staying overnight with mutual consent of the employer and employee, the employer will arrange for a room and reimburse the employee for that room. There will be no more than two (2) employees per room and the employees will receive twenty-five dollars (\$25.00) per night out for food. The rooms shall be of satisfactory quality and sanitary standards comparable to a Super 8 or a Motel 6 or equal.

**Section 8.** As an alternative to the daily subsistence rate, the Employer shall have the option to reimburse employees for all reasonable meals and lodging expenses with receipts. If this option is chosen, the Employer shall also provide transportation to and from the job site each week or pay mileage and travel time to and from the job site each week.

**Section 9.** For computing travel time the following will be used. All travel time shall be based on fifty-five (55) miles per hour using the shortest hard surfaced road. All travel time during the regular work day shall be paid as if they were regular hours worked. Travel time outside the regular work day will be paid at two-thirds ( $\frac{2}{3}$ ) the applicable hourly rate.

Example: Eight (8) hours of regular work plus one (1) hour of travel time. The work time would be paid at the applicable rate; the travel time would be at the time and one-half (1½) of two-thirds ( $\frac{2}{3}$ ) of the applicable hourly rate.

## **ARTICLE VIII WAGES**

**Section 1.** Effective June 17, 2013 (for Industrial, Commercial, and Residential work), the minimum wage rates for journeyman sheet metal workers covered by this Agreement, when

employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement, shall be as follows:

**A. Industrial Wages**

EFF. DATE	BASE*	SASMI	HEALTH	NATL PEN	SUPPL PENS FUND	LOCAL TRNG FUND	NDCC	ITI/ NEMI/ SMOHI	NATL & LOC IND. FUND	TOTAL PACKAGE
06/17/13	\$27.62	\$1.24	\$8.29*	\$2.74	\$2.55	\$0.25	\$0.10	\$0.17	\$0.26	\$43.22
06/02/14	Fringes will be determined & Total Package will increase \$1.65									\$44.87
06/01/15	Fringes will be determined & Total Package will increase \$1.65									\$46.52
06/06/16	Fringes will be determined & Total Package will increase \$1.70									\$48.22
06/05/17	Fringes will be determined & Total Package will increase \$1.75									\$49.97

**B. Commercial & Residential Wages**

EFF. DATE	BASE*	SASMI	HEALTH	NATL PEN	SUPPL PENS FUND	LOCAL TRNG FUND	NDCC	ITI/ NEMI/ SMOHI	NATL & LOC IND. FUND	TOTAL PACKAGE
06/17/13	\$21.44	\$1.05	\$8.29*	\$2.74	\$2.55	\$0.25	\$0.10	\$0.17	\$0.26	\$36.85
06/02/14	Fringes will be determined & Total Package will increase \$1.65									\$38.50
06/01/15	Fringes will be determined & Total Package will increase \$1.65									\$40.15
06/06/16	Fringes will be determined & Total Package will increase \$1.70									\$41.85
06/05/17	Fringes will be determined & Total Package will increase \$1.75									\$43.60

\*If Plan A single coverage, Plan B family coverage or Plan B single coverage is selected, the Total Package will remain the same and the Taxable Base will be adjusted accordingly.

**\*TAXABLE INCOME**

"Industrial" shall be defined as follows: All work performed in the shop or jobsite pertaining to coal mines, pipeline pump stations, the gasification plant and power generation plants to include coal fired, gas fired, nuclear or wind and any fuel facilities where raw energy related fuels are transformed into a marketable product. Note: fuels include coal, petroleum, and natural gas. All office facilities not directly attached to any of the above shall be deemed commercial.

"Commercial" shall be defined as all but Industrial or Residential work.

"Service Work" - Service work performed in such plant, refinery, Gasification Plant, or mine shall be paid at the industrial rate.

**Section 2.** All foremen shall be paid one dollar and eighty cents (\$1.80) per hour above the applicable minimum journeyman rate. All general foremen shall be paid two dollars and eighty cents (\$2.80) above the applicable journeyman rate. The foreman/general foreman ratio, including the foremen and general foremen, shall be: zero foremen for one (1) to four (4) men, one (1) foreman for five (5) to eight (8) men, one (1) foreman and one (1) general foreman for

nine (9) to sixteen (16) men, two (2) foremen and one (1) general foreman for seventeen (17) to twenty-four (24) men. As the crew increases, the number of foremen will increase in proportion thereto. When a crew consists of one (1) or more men drawing fifty cents (\$.50) per hour over the minimum applicable journeyman rate for work referred to in Section 3 of this Article, the foreman and the general foreman, if any, shall also receive an additional fifty cents (\$.50) per hour.

**Section 3.**

(A) The Employer shall pay an employee fifty cents (\$.50) per hour over the applicable minimum hourly rate ("High Time Pay") for all the time the employee (1) works on a boatswain's chair, swing scaffold, JLG, or other similar equipment, and (2) works on any other temporary work surface more than forty (40) feet above a permanent platform. The employee shall not receive High Time Pay for work on ladders, scissor lifts, or other similar structures.

(B) The Employer shall pay an employee one dollar (\$1.00) per hour over the industrial minimum hourly rate ("Hot Pay") for all time the employee works on and is touching material over 140° F; for example, installing lagging on a steam line or boiler that is "online" and exceeds 140° F in temperature. In addition, the Employer shall furnish those employees safety gloves while they perform that work.

**Section 4. HOLIDAY/VACATION PAY, UNION DUES & ORGANIZING FUND.**

(A) Effective June 17, 2013, fifty-five cents (\$.55) shall be for the Organizing Fund and nothing shall be deducted for the Vacation Fund for each hour worked by the journeymen and apprentice employees covered by this agreement. Pre-apprentices shall have twenty cents (\$.20) per hour deducted for the Organizing Fund and nothing for the Vacation Fund.

(B) All employees must use the vacation card system. All employees must take one (1) week vacation per year with no stipulation as to the number of working days in a given period. All employees must give their Employer a two (2) week written notice prior to their vacation.

(C) The contribution to the Organizing Fund, which is fifty-five cents (\$.55) per hour, shall be paid to that Fund for each hour worked by journeymen, apprentices, and tradesmen. For pre-apprentices the contribution to the Organizing Fund shall be twenty cents (\$.20) for each hour worked. For journeymen, apprentices and tradesmen this deduction shall be made from their taxable base pay. There is no Vacation deduction for journeymen, apprentices, tradesmen, or pre-apprentices. The Organizing Fund was established and is administered solely by the Union. The organizing fund deduction shall be an "after tax" deduction as is the vacation fund and Union dues and working assessments and therefore is deducted from the taxable base pay.

**Section 5.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeyman sheet metal workers, apprentices, and/or pre-apprentices, for erection and/or installation within the jurisdiction of any other local union affiliated with SMART or



within an area covered by a different labor agreement with Local Union No. 10, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site union shall be paid to the journeymen employed on such work in the home shop or sent to the job site.

**Section 6.** The provisions of Section 5 of this Article, Section 2 of Article I, and Section 2 of Article II, 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
6. Mixing (Attenuation) Boxes
7. Plastic Skylights
8. Air Diffusers, Grilles and Registers
9. Sound Attenuators
10. Chutes
11. Double-Wall Panel Plenums
12. Angle Rings

**Section 7.** The provisions of Section 4 of this Article shall not be applicable to the manufacture for sale to the trade or purchase of AIR POLLUTION CONTROL SYSTEMS, fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

**Section 8.** Except as provided in Sections 5 and 9 of this Article, the Employer agrees that journeyman sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local agreement covering the territory in which such work is performed or supervised.

**Section 9.** When the Employer has any work specified in Article I of this Agreement, to be performed outside of the area covered by this Agreement, and within the area covered by another agreement with another union affiliated with SMART and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeyman sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article, but in no case less than the established wage scale of the local agreement covering the territory in which such work is

performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area and the Employer shall be otherwise governed by the established working conditions of that local agreement.

If employees are sent into an area where there is no local agreement of SMART covering the area, then the minimum conditions of the home Local Union shall apply.

**Section 10.** In applying the provisions of Sections 5, 8 and 9 of this Article, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly base wage rate in said Sections.

**Section 11.** Fringe benefit contributions shall not be duplicated.

**Section 12.** Wages at the established rates specified herein shall be paid weekly in the shop or on the job, at or before quitting time, on the same day each week and no more than five (5) days pay will be withheld. However, employees, when discharged, shall be paid in full.

**Section 13.** Employees who report for work and for whom no work is provided shall receive two (2) hours pay at the established rate, plus subsistence where subsistence is being paid, provided they remain available for work unless released by the contractor; and further provided that no reporting pay shall be due when notification not to report to work because of adverse weather or any other conditions beyond the control of the Employer is given by radio and/or television stations shall be those agreed upon by the Employer and the Union.

**Section 14.** Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

## **ARTICLE IX MISCELLANEOUS**

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

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

**Section 3.** Every Employer shall contribute to all fringe benefit funds on behalf of every employee, except for one owner or shareholder, for every hour they work with the tools, whether in the shop or in the field. For the one owner or shareholder, if they work with the tools, whether in the shop or field, the Employer must contribute a minimum of 1,860 hours per year and 155 hours per month to all the fringe benefit funds on their behalf, if they contribute to any of those funds for even one (1) hour. If any of these contributions are not accepted by any of the funds, for whatever reason, those same contributions must then be made to the local training fund. The total contributions per hour shall be the same, regardless of which fringe benefit funds in the Agreement ultimately receive the contributions. This does not include Industry Fund contributions, which are voluntary. The Employer Association shall enforce this clause including bringing this grievance and enforcing any decision on the same in the proper court(s).

**Section 4.** Employers signatory to this Agreement must comply with the following: the Employer must be licensed as required by state law, county and/or municipal ordinances. Employers must carry industrial insurance with the Industrial Commission of North Dakota and/or workers' compensation insurance for the State of Minnesota, and unemployment insurance with the Employment Office of North Dakota and/or the Department of Jobs and Training in Minnesota.

**Section 5.** Safety equipment such as hard hats, liner, goggles, welding gloves, protective clothing, etc. shall be furnished by the Employer. Employees shall furnish their own steel-toed shoes when required.

**Section 6.** The parties agree to be bound by the Declaration of Trust establishing the National Training Fund for the Sheet Metal and Air Conditioning Industry, and Declaration of Trust of all other local and national programs to which it has been agreed that contributions will be made.

The parties authorize the Trustees of all National Funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Trusts; however, all contributions required to be made to the Funds lists in Articles XI, XII, XIII, XV and XVI shall be made pursuant to Article XIV herein and transmitted through the Sheet Metal Workers' Local Union No. 10 receiving agency.

**Section 7.** In the event that the Union negotiates and agrees on terms and conditions of employment more favorable to any employer than herein provided these more favorable terms and conditions shall immediately become operative for all employers covered by this agreement. Notice shall be given to the negotiating committee within twenty-four (24) hours of making such an agreement.

**Section 8. NDCC FUND CONTRIBUTIONS.** On all Industrial, Commercial, and Residential work, the employer shall contribute the amount set forth on the current wage rate sheet for each hour worked by a journeyman, apprentice, pre-apprentice, and tradesman sheet metal workers.

## **ARTICLE X SETTLEMENT OF DISPUTES**

**Section 1.** Grievances of the Employer or the Union, arising out of interpretation or the enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the Local Association present to act as his representative.

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

**Section 2.** Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties, and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties to render a final and representatives of the Union and of the Employers' Association and both sides shall cast an equal number of votes at each meeting. The Local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section.

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

**Section 3.** Grievances not disposed of under the procedures described in Section 2 of this Article, because of a deadlock or a failure of such Board to act, may be appealed jointly or by either party to an arbitrator within thirty (30) days after the termination of the procedures prescribed in Section 2. The arbitrator shall be selected mutually by the representative of the Union and the representative of the Employer. If these representatives cannot agree on the selection of an arbitrator within six (6) working days following receipt of the notice of submission by the aggrieved party to the other party, the State or Federal Mediation and Conciliation Service shall be requested by the parties to submit a list of five (5) persons from which the arbitrators shall be selected by mutual agreement of the Employer and Union representatives.

In the event of the failure to agree on any of the names submitted, the Union and the Employer representatives shall each strike off the names of two (2) of the five (5) names as being unacceptable and the remaining name shall be the arbitrator.

In the event either party refuses arbitration or fails to help select the arbitrator, the other party may select the arbitrator and proceed to arbitration immediately.

The arbitrator shall have no right to require of the Employer, the Union, or any employee of the Employer, any act it or he is not required by law or by this Agreement to perform, or to render any interpretation outside of the scope of this Agreement. All decisions of the arbitrator made within the scope of the submission and within the authority of the arbitrator, as defined herein, shall be final and binding on all parties concerned. All decisions of the arbitrator shall be made and mailed to the parties within ten (10) days following the conclusion of the arbitration hearing, exclusive of the last day of such hearing.

All fees and expenses of the arbitrator shall be borne equally by both parties.

Working days, where used in this Article, shall include Monday through Friday. Time limits imposed in this Article may be extended only by written mutual consent of the parties.

**Section 4.** Failure to exercise the right of appeal at any step thereof, within the time limits provided therefore, shall void any right of appeal applicable to the facts and remedies of the grievance(s) involved. There shall be no cessation of work by strike or lockout during the pendency of the proceedings provided for in this Article.

**Section 5.** In addition to the settlement of grievances arising out of the interpretation or enforcement of this Agreement, as set forth in the preceding Sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(A) Should the negotiations for renewal of this Agreement become deadlocked in the opinion of the Local Union or the Local Contractors' Association, or both, notice to that effect shall be given to the office of the General President of the SMART and the National Office of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. If the General President of the SMART and the Chairman of the Labor Committee of Sheet Metal and Air Conditioning Contractors' Association, Inc. believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto, the General President of the SMART and the National Office of the Sheet

Metal and Air Conditioning Contractors' National Association, Inc. shall be promptly notified, without recommendation from the panel representatives. Should the General President of the SMART or the Chairman of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. fail or decline to appoint a panel member or should notice of failure of the panel representatives to resolve their dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have reviewed written notification of its failure.

(B) Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes, which may be decided upon by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits will also be exchanged between the parties in advance of the hearing.

(C) The National Joint Adjustment Board shall have the right to establish time limits, which must be met with respect to each and every step or procedure contained in this Section. In addition, the General President of SMWIA and the Chairman of the Labor Committee of SMACNA shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, telegram or telephone notification.

(D) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

(E) Notwithstanding the foregoing, Section 5 of Article X shall not be instituted and shall have no force and effect unless both the Employer, or in the case of a multi-employer bargaining group, that bargaining group and the Union expressly agree in writing that said Section shall be instituted and then only when said agreement is made prior to an actual submittal under this Section.

**Section 6.** Should the parties to a dispute both agree they may elect to use the

procedures set forth in Sections 3 through 6 in the contract between the parties which expired May 31, 1990 in place of those contained in Section 3 of this Article.

## **ARTICLE XI SASMI**

**Section 1.** Beginning on the effective date of this Agreement, the Employer shall make monthly payments of an amount equal to three percent (3%) of the minimum contractual gross earnings of each employee subject to this Agreement to the National Stabilization Agreement of the Sheet Metal Industry (SASMI) Trust Fund. Gross earnings, for the purposes of this Agreement shall mean:

- (A) Total minimum contractual wages pursuant to this Labor Agreement paid to an employee by the Employer which are reportable by the employee for federal income tax purposes, and
- (B) Any and all contributions paid by such Employer on behalf of the employee to a pension fund and/or health fund.

**Section 2.** The Employer agrees to adopt the National SASMI Trust as presently constituted and as the same may be amended from time to time.

## **ARTICLE XII PENSION FUNDS & HEALTH FUND**

**Section 1.** All Employers covered by this Agreement shall contribute into the Sheet Metal Workers' National Pension Fund, Sheet Metal Workers' Local 10 Supplemental Pension Plan, and the Sheet Metal Workers' Local 10 Health Fund, the amount per hour specified in Section 1 of Article VIII, for each hour worked by the journeymen covered by this Agreement. For apprentices, see Article XVI, Section 5 for the applicable fringe benefit contribution rates. There are no contributions to these Funds for pre-apprentices. The journeymen, apprentices, and pre-apprentices shall have the choice of Plan A or Plan B (single or family) as set forth in the current wage rate sheets for this area. The contributions of the Employers shall be used to provide benefits to the covered employees if the applicable Agreements and Declarations of Trust. For the duration of this agreement, the Employer will contribute to the National Pension Fund the negotiated rate per this agreement and as required by the Alternate Schedule selected, for each hour worked.

Currently the amounts for those Funds for journeymen are as follows:

	<u>06/17/2013</u>
National Sheet Metal Pension Fund	\$2.74
Sheet Metal Workers Local No. 10 Supplemental Pension Fund	\$2.55
Health Fund	\$8.29 Plan A Family \$6.79 Plan A Single \$5.79 Plan B Family \$2.44 Plan B Single

The specific amounts for each level of the apprenticeship shall be as listed in the current wage sheets.

**Section 2.** Said funds shall be administered pursuant to the provisions of the applicable Agreements and Declarations of Trust executed jointly by equal representation of the Union and representation of the Employers' Association and shall be considered a part hereof, as if set forth in detail.

**Section 3.** Payments pursuant to this Article shall be made in accordance with Article XIV herein.

**Section 4.**

(A) In the event that the Sheet Metal Workers' Local 10 Health Fund should be discontinued, the contribution rate specified in Section 1, Article VIII, shall be added to the total taxable wage in said Section. In the event that a national or state health insurance program is enacted, the Employer contribution to the current Health Fund, as described in this Article, shall be applied to any cost incurred by the Employer and/or employees covered hereunder in connection with the national or state health plan, and the Employer shall incur no additional cost related to health insurance for employees.

(B) If the current employer contribution is less than the cost of such National Health Program, both parties agree to reopen the contract to renegotiate this item only.

**ARTICLE XIII  
INDUSTRY FUND**

**Section 1.** All Employers covered by this Agreement shall contribute fifteen cents (\$.15) per hour for each hour worked by the employees covered by this Agreement, except for pre-apprentices, to the Sheet Metal and Roofing Industry Fund of the North Central Region (North Dakota Subdivision), and eleven cents (\$.11) per hour for each hour worked by the



employees covered by this Agreement, except for pre-apprentices, to the Industry Fund of the United States (the National Industry Fund), for the purposes specified in the applicable Agreement and Declaration of Trust, which provides for the establishment and administration of the Sheet Metal and Roofing Industry Fund of the North Central Region (North Dakota Subdivision). The employer may also increase or decrease the contribution rate to the Local and/or National Industry Funds. However, any change will not increase or decrease the Taxable Base and any increase or decrease will result in an equal increase or decrease in the Total Package. The contractors will bear the entire cost of any such increase or receive any such reduction.

**Section 2.** Contributions provided for in Section 1 above will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for 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 contributions shall be used for any other purposes except as expressly specified herein. The Sheet Metal and Roofing Industry Fund of the North Central Region (North Dakota Subdivision) shall submit to the Union not less than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Sheet Metal and Roofing Industry Fund of the North Central Region (North Dakota Subdivision) shall include in such written report a financial statement, attested to by a certified public accountant containing its balance sheet and detailed statement of the annual receipts and disbursements. Further, specific detailed information in regard to the Fund's activities or its receipts and/or expenditures shall be furnished to the Union upon request.

**Section 3.** Grievances concerning the use of either the Sheet Metal and Roofing Industry Fund of the North Central Region (North Dakota Subdivision) funds, or the Industry Fund of the United States (the National Industry Fund) funds for purposes prohibited herein or for violations of other Sections of this Article, shall be handled under the provisions of Article X of this Agreement. The Local National Joint Adjustment or Arbitration Board shall be authorized to impose any remedial order for violation of Section 2 of this Article, including termination of the Employer's obligation to contribute to the Funds.

## **ARTICLE XIV PAYMENTS DUE FRINGE BENEFIT FUNDS**

**Section 1.** The contributions to the Funds designated in Articles VIII, XI, XII, XIII, XV and XVI of this Agreement, shall be paid in accordance with the applicable Trust Agreement. The contributions are to be stated on a form provided by the Funds Office. The Employer agrees to conform in all respects with the applicable Agreement and Declaration of Trust for

each of said Funds and all amendments thereto.

**Section 2.** Contributions to the Funds designated in Section 1 shall be made monthly in the form of a single payment written payable to the Funds Office (Sheet Metal Workers Local 10 Control Board). Payments so made by the Employer shall constitute fulfillment of the Employer's obligation to make contributions to the Funds herein provided. Failure to make such payments in full, when and as due, constitutes a breach of contract on the part of such Employer and relief therefore shall be available as herein provided. Presently, these payments are being made to the Sheet Metal Workers Local 10 Funds Office, 1681 East Cope Ave., Suite B, Maplewood, MN 55109-2631. A copy of this remittance report is also to be mailed to Sheet Metal Workers' Local #10, 4615 West Heart Road, Bismarck, ND, 58504.

**Section 3.** The Employer shall make available to the Funds designated in Section 1, any and all records of the covered employees that the said Funds may require in connection with the sound and efficient operation of said Funds.

**Section 4.** The payments provided in Articles VIII, XI, XII, XIII, XV and XVI, of this Agreement, are due in the Funds Office on the tenth (10th) day of the following month, and the Employers whose contributions are not received by the Funds Office within five (5) days after the 10th, or the first working day thereafter, shall be deemed delinquent.

Delinquent Employers shall become subject to a liquidated damages assessment equal to ten percent (10%) of the contributions due for the month. If these delinquent contributions, together with the liquidated damages assessment, are not received by the Funds Office on or before the tenth (10th) day of the next month, liquidated damages assessment will increase to twenty percent (20%) assessment, the delinquent Employer shall, on that same date, become subject to interest on the delinquent contributions at the interest rate determined by the Internal Revenue Code under Section 6621. The interest charges will accrue on both the delinquent contributions and the liquidated damages assessments from their due dates. Any attorney's fees incurred in the collection of the preceding sums shall also be payable by the delinquent Employer. Where the Funds Office representative determines necessary and a delinquent payment is not rendered when the Employer is contacted by the Funds Office representative, the representative may, with the consent of a majority of the Health and the Local Pension Plan Trustees, recall all covered employees of the delinquent Employer and said employees of the delinquent Employer will be directed not to return to work until the obligation of the delinquent Employer is paid in full. In addition to the foregoing, all such delinquent Employers may be required to either:

1. Make weekly payments to all Funds, which payment shall be made by cash or certified check. These weekly payments shall be hand delivered to the Funds Office on the delinquent Employer's regular payday. If payment is not received on that date, the Funds Office representative may recall all the employees of the delinquent Employer and the employees shall be directed not to return to work until such obligations is paid in full;
- or,

2. The delinquent Employer may post bond or a cash deposit in an amount equal to, two (2) times the average monthly contribution of the delinquent Employer for the previous year. A cash deposit, if made, will be kept in a separate interest-bearing account by the Funds Office and the Employer shall receive any interest accruing to that deposit and such interest shall be paid quarterly. Should the Fund Office representative later determine, with the approval of the said Trustees, that bonding is no longer necessary, the posted bond or cash deposit shall be returned.

## **ARTICLE XV SMOHIT**

**Section 1.** The Employer shall make monthly payments in the amount of two cents (\$.02) per hour to the Sheet Metal Occupational Health Institute (Trust).

**Section 2.** Payments pursuant to this Article shall be made in accordance with Article XIV herein.

## **ARTICLE XVI APPRENTICESHIP & APPRENTICE FUNDS**

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

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

**Section 3.**  
(A) It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training

Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of:

<u>Journeyman</u>	<u>Apprentices</u>
1	1
4	2
5	3
6	4
7	5
8	6

and one (1) additional apprentice for each two (2) additional journeymen thereafter, regularly employed throughout the year. In the event the Joint Apprenticeship and Training Committee does not grant an apprentice to an Employer entitled to one within seventy-two (72) hours of the Employer's written request, that Employer shall immediately become entitled to use a pre-apprentice in place of an apprentice until such time as an apprentice becomes available. This pre-apprentice shall not count as a pre-apprentice in the ratio set forth in Article XVI herein.

For residential work, it is hereby agreed that the ratio of apprentices shall be determined solely by the Employer. On Davis Bacon work, the ratio of apprentices to journeymen shall be at least four (4) apprentices to each journeyman; this shall be a job site ratio, not a shop ratio.

(B) Where the Employer requests a service person and no qualified journeymen or apprentices are available, then the Employer may hire a service pre-apprentice. This individual may be a pre-apprentice for up to 1,000 hours and then shall be indentured as an apprentice. These apprentices shall attend two (2) years of regular apprentice training and thereafter shall attend only service related training. They shall advance according to the graduated wage schedule for apprentices indentured after June 1, 1997, and shall also receive those same fringe benefits. There shall be no service apprentice ratio and those apprentices and pre-apprentices will not count in the regular apprentice or pre-apprentice ratio. If the service apprentice or pre-apprentice is used on non-service work, the regular ratios for apprentices and pre-apprentices must be complied with. This apprentice shall not be bumped should a qualified journeyman or apprentice service person become available later. The Apprenticeship Committee will make special training arrangements for these apprentices.

#### **Section 4.**

(A) All apprentice applicants must have completed at least 500 hours as a pre-apprentice, before they may become an apprentice. Those apprentices, who serve the required pre-apprentice period and have completed a day school training program such as the HVAC program at the Bismarck Junior College or its equivalent, shall be advanced one thousand (1,000) work hours upon their completion of three thousand (3,000) hour of work as an apprentice. Those apprentices will be advanced to stage 3 upon their completion of three thousand (3,000) work hours as an apprentice.

(B) All apprentices shall serve an apprenticeship of eight thousand (8,000) hours and such apprentices shall not be put in charge of work on any job and shall work under the supervision of journeymen until apprenticeship terms have been completed and they have qualified as journeymen. The age of the apprentice will coincide with JATC Standards.

**Section 5.**

(A) A graduated wage rate for apprentices indentured on and after June 1, 2006 and prior to June 28, 2010 has been established and maintained on the following percentage basis of the established taxable base wage rate for journeyman sheet metal workers for the applicable type of work. These apprentices shall also receive the fringe contributions listed on the applicable wage sheets. This includes National Pension Fund contributions at the applicable percentage and Supplemental Pension contributions at ten cents (\$.10) per hour worked for Stage 3 and two dollars (\$2.00) per hour worked for Stages 4 and 5.

<u>Stage</u>	<u>Work Hours</u>	<u>Percentage</u>
1	0-2000	60%
2	2001-3000	65%
3	3001-4000	65%
4	4001-6000	70%
5	6001-8000	80%

(B) A graduated wage rate for apprentices indentured on and after June 28, 2010 has been established on the following percentage basis of the established taxable base wage rate for journeyman sheet metal workers for the applicable type of work. These apprentices shall also receive the fringe contributions listed on the applicable wage sheets for all hours worked in Industrial, Commercial and Residential. This includes the National Pension Fund contributions at the applicable percentage and no Supplemental Pension Fund contributions.

<u>Stage</u>	<u>Work Hours</u>	<u>Percentage</u>
1	0-2000	54%
2	2001-4000	61%
3	4001-6000	66%
4	6001-8000	74%

(C) A graduated wage rate for apprentices indentured on and after June 17, 2013 has been established on the following percentage basis of the established taxable base wage rate for journeyman sheet metal workers for the applicable type of work. These apprentices shall also receive the fringe contributions listed on the applicable wage sheets for all hours worked in Industrial, Commercial and Residential. This includes the National Pension Fund contributions at the applicable percentage and no Supplemental Pension Fund contributions.

<u>Stage</u>	<u>Work Hours</u>	<u>Percentage</u>
1	0-2000	67%
2	2001-4000	72%
3	4001-6000	76%
4	6001-8000	84%

Note that apprentices indentured prior to June 17, 2014 will have thirty (30) days to either move to this new schedule or remain on their current one. Once moved there is no returning to the previous schedule.

(D) A graduated wage rate for residential apprentices shall be established and maintained on the following percentage basis of the established base wage rate of residential journeyman sheet metal workers:

First 1000 Hours - 50%  
 1001-2000 Hours - 60%  
 2001-3000 Hours - 70%  
 3001-4000 Hours - 80%  
 Journeyman - 100%

Fringe Benefit Contributions shall be as set forth on the applicable wage sheet including contributions to the National Pension Fund at the applicable percentage.

**Section 6.** Employers covered by this Agreement shall contribute twenty cents (\$.25) per hour to the Consolidated Sheet Metal Workers' Local #10 Joint Apprenticeship and Training Trust Fund of North and South Dakota, for each hour worked on and after the effective date of this Agreement by all journeyman and apprentice employees of the Employers covered by this Agreement. The said Journeyman and Apprenticeship Training Fund shall be administered pursuant to the provisions of the applicable Agreement and Declaration of Trust, executed jointly by equal representatives of the Union and representatives of the Employer Association and shall be considered as a part hereof, as if set forth in detail. Should the Trustees of the Journeyman & Apprentice Training Trust request an increase in the hourly contribution rate and that recommendation is followed by a recommendation for an increase by the Bismarck-Minot Area JATC, then half (1/2) of that increase will come out of the then existing total package, and the employers will also pay half (1/2) of that increase by increasing that total package by that same amount.

**Section 7.** The Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry seven cents (\$.07) per hour for each hour worked on and after the effective date of this Agreement by all journeyman and apprentice employees of the Employers covered by this Agreement. Payment shall be made pursuant to Article XIV herein. The parties agree to be bound by the Agreement and Declaration of Trust establishing

said Fund and amendments thereto, as may be made from time to time, and hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said Agreement.

**Section 8.** The Employers will contribute to the National Energy Management Institute (hereinafter referred to as NEMI) three cents (\$.03) per hour for each hour worked by all journeymen and apprentice employees of the Employers covered by this Agreement. Payment shall be made pursuant to Article XIV herein. The parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and amendments thereto, as may be made from time to time, and hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said Agreement.

**Section 9.** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

## **ARTICLE XVII PRE-APPRENTICESHIP AND TRADESMEN**

**Section 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of:

<u>Journeyman</u>	<u>Apprentice</u>	<u>Pre-Apprentice</u>
1	1	0
4	2	1
5	3	2
6	4	3
7	5	4
8	6	5
9	6	6

and one (1) pre-apprentice for each three (3) journeymen after nine (9) journeymen, regularly employed throughout the year.

The Apprenticeship Committee shall have seventy-two (72) hours to supply the requested pre-apprentice, in accordance with Section 2(c) of Article IV. If the JATC fails to supply the requested pre-apprentice within the specified time, the Employer may hire such employee and refer him to the JATC for application.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. All apprentices must be employed as a pre-apprentice for at least five hundred (500) hours before they can become an apprentice. No pre-apprentice shall be retained beyond one (1) year unless he has been found to be qualified as an applicant.

The minimum taxable wage scale for pre-apprentices shall be ten dollars (\$10.00) per hour. Health Fund contributions may be made by the Employer upon the Employer's election. For pre-apprentices working while attending school (such as BJC), the rate will be a minimum of eight dollars (\$8.00) per hour and shall be entitled to overtime pay only after eight (8) hours of work per day, Monday – Saturday, and / or forty (40) hours per week.

**Section 2.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one (1) additional pre-apprentice for each shop when used in conjunction with pinpointing or targeting specific jobs.

**Section 3.** If the Employer is entitled to pre-apprentices pursuant to Section 2 herein, and the Joint Apprenticeship and Training Committee fails to comply with the Employer's written request to furnish pre-apprentices within seventy-two (72) hours, the Employer may hire such employees and refer them to the JATC for application.

**Section 4. TRADESMEN.**

(A) A new sheet metal worker employee who has never graduated from an approved



apprentice program and who is not an apprentice, helpers or journeyman, shall be a tradesman. Typically, beginning tradesmen will have four (4) or more years of sheet metal work experience.

**(B) WAGES AND FRINGE BENEFITS:**

Stage 1	First Year	72% of the journeyman taxable base rate plus the fringe benefit contributions set forth on the current wage rate sheets for the applicable type(s) of work.
Stage 2	Second Year	77% of the journeyman taxable base rate plus the fringe benefit contributions set forth on the current wage rate sheets for the applicable type(s) of work.
Stage 3	Third Year	81% of the journeyman taxable base rate plus the fringe benefit contributions set forth on the current wage rate sheets for the applicable type(s) of work.
Stage 4	Fourth Year	86% of the journeyman taxable base rate plus the fringe benefit contributions set forth on the current wage rate sheets for the applicable type(s) or work. Note that the contributions to the National Pension Fund shall be at the applicable percentages.

**(C) RELATED TRAINING.** After the initial thirty (30) days of probationary employment (for which the Employer, the Union, and the prospective tradesman will agree on the starting pay and fringe benefits), the Employer and the Union will evaluate the tradesman and jointly determine what related training will need to be completed in each of the four (4) stages of this program (or what lesser amount of time is necessary to complete that person's tradesman program). Where the tradesman fails to complete the agreed upon training at each step, that individual will be held at that stage until that training is successfully completed, but in no case for more than one (1) calendar year. If the training is not completed in that year, then the individual's employment must be terminated. This related training is not limited to the normal apprentice training; it can be customized to fit each tradesman's needs.

**ARTICLE XVIII  
RESIDENTIAL**

**Section 1.** This Article covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the

architectural sheet metal work on such residences.

**Section 2.** Residential shall be defined as applying to work on any single-family dwelling or multiple-family housing unit, where each individual family apartment is individually conditioned by a separate and independent unit or system.

**Section 3.** The parties hereto may, at their discretion and where local conditions warrant such action, mutually agree to expand this Article to cover other segments of work (i.e., light commercial, etc.) not presently controlled by the parties within the territorial jurisdiction.

**Section 4.**

(A) In lieu of the foregoing Section 3, the Employer may make application to the Local Joint Adjustment Board to perform work on certain individual jobs or projects under the terms and conditions of this Article. Such application shall be accompanied by ample reasons for such request.

(B) If the Local Joint Adjustment Board determines that such application is valid and grants authority for same, such consent shall pertain to that particular job or project only and shall not be construed as authority to perform work on any other job or project, except as outlined in Sections 1 and 2 of this Article. Notification shall be made to all signatory Employers if the job or project is open to bidding under the terms of this Article.

(C) If the Local joint Adjustment Board, under (a) or (b), is unable to agree on the application of this Article to specific jobs or projects, either party shall then have the right to appeal the determination under Section 3 of Article X of this Agreement.

(D) All fabrication for jobs and projects under Sections 3 and 4 shall be performed by building trades journeymen, apprentices and pre-apprentices under the regular terms and conditions as specified in this Agreement.

**Section 5.**

(A) The Employer agrees that none but residential journeyman, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in this Article except as noted herein, provided however, that building trades workers may be voluntarily employed on such work and provided that no residential workers are available and prior approval has been granted by the Union.

(B) The Employer agrees that building trades workers so employed under this Article shall not forfeit or suffer any reduction in any fringe benefits as outlined in this Agreement.

**Section 6.** **NEW CONSTRUCTION:** The hours of work and overtime shall be the same as in Sections 1 and 2 of Article VI herein. However, the regular hours may be adjusted

for inclement weather conditions by mutual consent of the parties to this Agreement. Fringe benefit contributions shall be made on hours worked and not hours paid for all overtime pay situations.

(A) The ratio of apprentices and pre-apprentices shall be determined as set forth in Article XVI, Section 3 herein.

(B) Apprentices and pre-apprentices may work alone as long as they are supervised by journeyman sheet metal workers.

(C) See Article XVI for percentage rates of pay, periods and fringe benefit contributions for apprentices.

**Section 7. SERVICE, MAINTENANCE, REPLACEMENT WORK:**

(A) The work week shall consist of a scheduled forty (40) hour week; all work performed beyond the forty (40) hours shall be compensated at one and one-half (1½) times the basic hourly residential wage rate.

(B) The parties hereto agree to promote, by any means possible, work covered under this Section and shall cooperate fully in the establishment of training courses and/or facilities where none presently exist, in order to properly train sufficient personnel to maintain jurisdiction over this work and provide consumer satisfaction.

**Section 8.** The Employer shall provide or pay for all necessary transportation for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours pursuant to Article VII of this Agreement.

**Section 9.** In the event a second (2nd) or third (3rd) shift is necessary, the work hours and premium pay shall be pursuant to Section 4, Article VI. Shift work shall not be considered as such unless established for a period of five (5) days or more.

**Section 10.** If the union is not able to supply sufficient numbers of qualified residential sheet metal workers, the Employer may subcontract residential work without regard to Sections 1 and 2 of Article II and Section 5 of Article XVIII.

**ARTICLE XIX  
DRUG & ALCOHOL TESTING**

**Section 1. PREFACE.** Alcohol/substance abuse is recognized as a treatable illness. The desired result is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP) currently available under the terms of

the local health and welfare plan. The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services.

Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or even termination of employment. This statement addresses the testing issues only.

No substance testing program should be implemented unless there is an Employee Assistance Program (EAP) implemented to provide treatment for any bargaining unit employees.

**Section 2. GENERAL PROVISIONS.** The Union and the Employers regard blood/urine testing as problematic and do not advocate reliance on such procedures to identify individuals with an alcohol/chemical dependence. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or a propensity for substance abuse. These include:

1. Pre-employment screening;
2. Probable cause testing;
3. Work opportunity mandated testing; and
4. Post incident testing.

Whenever testing is utilized it shall be accomplished through dignified and humane procedures ensuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. The sheet metal employer (or JATC) and Union shall be notified of the positive or negative results only.

For all testing, the Employer shall comply with the testing and notice requirements of North Dakota law, which may be set forth separately, and tests shall be conducted by qualified and accredited laboratories which comply with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health & Human Services, or standards established by the applicable state having jurisdiction (North Dakota), whichever are the more stringent. The testing laboratories must also maintain high quality control procedures and follow manufacturer's protocols. All initial positive tests shall be subject to a confirmation assay, such as Gas Chromatography with Mass Spectrometry (GC/MS). The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse & Mental Health Administration of the United States Department of Health & Human Services, or those established by the state having jurisdiction (North Dakota), whichever are the more stringent.

**Section 3. PRE-EMPLOYMENT TESTING.** Employers shall be allowed to implement pre-employment drug testing. Testing may occur only after a conditional offer of employment has been made. Employees being recalled from a layoff status may be tested provided they have been on layoff status for at least forty-five (45) days.

No wages or compensation shall be owed to any individual on account of a pre-employment drug test. The Employer shall pay the cost of the pre-employment test.

**Section 4. PROBABLE CAUSE TESTING.** Substance testing may be implemented when there is “probable cause.” Probable cause shall be defined as those circumstances that, based on objective evidence about the employee's conduct in the workplace, would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.

Employees requested to submit to a probable cause drug and/or alcohol test shall be reimbursed for lost wages if the test is negative. The Employer shall pay the cost of the probable cause test.

**Section 5. WORK OPPORTUNITY MANDATED TESTING.** In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on a project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace.

**Section 6. POST INCIDENT TESTING.** Employers shall be allowed to implement post incident drug and/or alcohol testing. An incident shall be defined as the occurrence of an “injury” as that term is defined in North Dakota workers compensation statutes or property damage of five hundred dollars (\$500.00) or more.

Employees requested to submit to a post incident test shall be reimbursed for lost wages provided they follow through with the requested test and there is no probable cause of impairment. The obligation to reimburse lost wages shall cease upon notification of a non-negative test result.

**Section 7. PROVISIO.** Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this Policy Statement. Each Employer shall provide the Union with a copy of their Drug and Alcohol Testing Policy if they elect to implement pre-employment or post incident testing. Each Employer must administer its Drug and Alcohol Policy in a consistent manner such that each similarly situated sheet metal workers employed by the Employer is treated the same

**ARTICLE XX  
EFFECTIVE DATES**

**Section 1.** This Agreement shall become effective on the 17th day of June, 2013, and remain in full force and effect until the 3rd day of June, 2018, and shall continue in force from year to year thereafter, unless written notice of reopening is given not less than ninety (90) days prior to the expiration date.

In the event such notice of reopening is served, then this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party, provided however, that the contract expiration date contained in this Section shall not be effective in event proceedings under Article X, Section 5, are not completed prior to that date and provided those proceedings have been invoked pursuant to Article X, Section 5, herein.

**Section 2.** Each Employer signatory to this Agreement hereby agrees individually to recognize Sheet Metal Workers' Local Union No. 10 as the collective bargaining agent of its sheet metal worker employees under Section 9(a) of the National Labor Relations Act, subject to actual demonstration of majority support among said sheet metal worker employees by Sheet Metal Workers' Local No. 10.

Each Employer signatory to this Agreement further agrees that Sheet Metal Workers' Local Union No. 10's demonstration of majority support shall be established when Sheet Metal Workers' Local Union No. 10 presents authorization cards signed by a majority of that individual Employer's sheet metal worker employees who are covered under this Agreement between that Employer and Sheet Metal Workers' Local Union No. 10.

The actual recognition language each signatory Employer hereby agrees to sign when the conditions precedent set forth above are met is as follows:

The Employer, \_\_\_\_\_, by the undersigned representative, hereby acknowledges that on \_\_\_\_\_, Sheet Metal Workers' Local Union No. 10 demonstrated majority support by providing signed authorization cards, which constitutes a majority of the Employer's sheet metal employees who the Union seeks to represent under Section 9(a) of the National Labor Relations Act.

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Union Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Section 3.** If, pursuant to federal or state law, any provisions of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

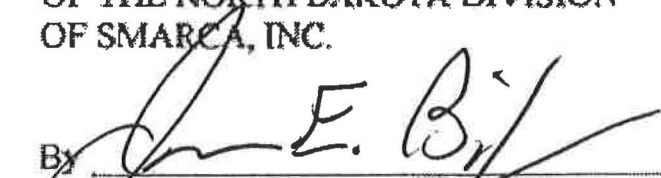
**Section 4.** Notwithstanding any other provisions of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

## **ARTICLE XXI PROBATIONARY PERIOD**

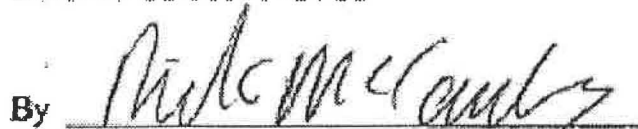
All new employees (except those who, at the time of employment were already a pre-apprentice, an apprentice, a tradesman, or a journeyman who has completed a qualified apprenticeship program) shall serve a probationary period. This probationary period shall be twenty (20) work days. During that time, the probationary employee shall be paid not less than the current residential journeyman taxable base rate, regardless of whether the work is industrial or commercial, and SASMI. No other fringe benefit contributions are required. The Employer shall notify the Union in writing within seven (7) days of the employment of a probationary employee, except this is not necessary where that employee is referred by the Union.


After this twenty (20) day period, the Employer, Union and SMARCA will meet and determine if the individual will be either a journeyman or an apprentice and if so, what stage of apprenticeship subject to final approval of the Joint Apprenticeship & Training Committee. IN WITNESS WHEREOF, the parties hereto affix their signatures this 17th day of June, 2013.

BISMARCK-MINOT SUBDIVISION  
OF THE NORTH DAKOTA DIVISION  
OF SMARCA, INC.

By   
James E. Bigham  
Chief Executive Officer  
SMARCA, Inc.

SHEET METAL WORKERS' (SMART)  
LOCAL UNION NO. 10

By   
Mike McCauley  
Financial Secretary / Treasurer  
SMART, Local No. 10

By   
Ron Ohlsen  
Business Agent  
SMART, Local No. 10