

SHEET METAL LABOR AGREEMENT  
FOR  
COMMERCIAL AND SPECIALTY

Between

THE COMMERCIAL SUBDIVISION  
of the  
TWIN CITIES DIVISION  
SMARCA, INC.

And

INTERNATIONAL ASSOCIATION OF SHEET METAL,  
AIR, RAIL AND TRANSPORTATION WORKERS UNION  
LOCAL NO. 10 METRO AREA

EFFECTIVE

May 1, 2021 to April 30, 2024

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## LABOR AGREEMENT

**THIS AGREEMENT**, entered into this 1st day of May 2021, by and between the **COMMERCIAL, ARCHITECTURAL AND SPECIALTY SUBDIVISIONS OF the TWIN CITIES DIVISION of SMARCA, INC.** on behalf of their members, and those Contractors who assigned their bargaining rights to them (hereinafter referred to individually as the “Employer”), as well as any other Contractors signatory hereto (similarly referred to as “Employer”), and **LOCAL UNION NO. 10 METRO AREA, of the INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS UNION** (hereinafter referred to as the “Union”), and its jurisdiction, consisting of **ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, KANABEC, McLEOD, PINE, RAMSEY, RICE, SCOTT, SIBLEY, WASHINGTON AND WRIGHT COUNTIES** and that portion of **MEEKER COUNTY** lying east of State Highway 22, excluding the corporate limits of the City of Litchfield.

It is understood that the above-named Association and its Commercial, Architectural and Specialty Subdivisions of the Twin Cities Division of SMARCA, Inc. is hereby representing and acting on behalf of those Contractors who have assigned their bargaining rights to those Subdivisions and because of that are as fully bound by the same as though each had executed the same individually.

### ARTICLE I WORK JURISDICTION

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

This Agreement and all of its provisions applies to all employers signatory hereto, for the benefit of all of their employees and all of said employers constitute one (1) bargaining unit hereunder. The purpose of the foregoing is to make clear that each association of employers, or individual non-association employers, are not to be considered as separate bargaining units hereunder; and that this Agreement is for the benefit of all employees of all employers hereunder, not merely for members of the Union.

**Section 2. WORK PRESERVATION.** The employer agrees that none but journeyman, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in this Article except as herein provided.

The employer agrees to provide for the employees on each job all of the work described in Section 1 above. The employees herein reserve the right to decline to commence work on any job where all of the work described in Article I is not to be performed in accordance with this Agreement. It is understood that Article III does not apply where employees decline to commence work under this provision. The purpose of this provision is to preserve and protect all of said described work for employees who are employed by employers signatory to this Agreement.

Further, for the purpose of proving jurisdiction, the employer agrees to provide the Union with written evidence of assignment on the employer's letterhead for certain specified items of work to be performed at a job site. A list of such specified items, which may be revised from time to time, as agreed to by the parties, shall be provided to the employer.

Any employer found using Residential HVAC journeymen, apprentices, pre-apprentices and / or Commercial Building Trades journeymen or apprentices being paid the residential rate on non-Residential work will be required to pay the difference between the residential wage and benefit package and the commercial wage and benefit package for that classification of worker, and in addition, if the Joint Adjustment Board finds that the employer's conduct was intentional, an additional twenty dollars (\$20.00) per hour worked will be assessed the employer by the Joint Adjustment Board. This additional twenty dollars (\$20.00) per hour assessment will go to the Local Training Fund.

This twenty dollars (\$20.00) per hour worked penalty will also apply when the proper commercial wages are not being paid on metro area commercial work. This applies to both metro area contractors and non-metro area contractors coming into the metro area from outside that area, where the Joint Adjustment Board finds that the Employer's conduct was intentional.

## **ARTICLE II FABRICATION & SUBCONTRACTING**

As a primary working condition and to preserve and to protect the work described in Article I for employees of the employers signatory to this Agreement, the employer agrees as follows:

**Section 1. FABRICATION.** As described in Article I, all of the work requiring fabrication shall be performed by the employees hereunder, either in the shop or on the job site, excepting as to the items listed in Section 3 of this Article II.

**Section 2. SUBCONTRACTING.** No employer shall subcontract any of the work described in Article I, excepting as to the items listed in Section 3 of this Article II. However, any employer may subcontract any of said work to any other employer signatory to either this Collective Bargaining Agreement or in the case of Residential HVAC work to any employer signatory to that Collective Bargaining Agreement between the Union and SMARCA.

**Section 3. EXCEPTIONS.** Sections 1 and 2 of this Article II shall not apply to the following items:

- a. Ventilators
- b. Louvers
- c. Automatic & Fire Dampers
- d. Radiator & Air Conditioning Unit Enclosures
- e. Fabricated Pipe & Fittings for Residential Installation Only
- f. Mixing (Attenuation) Boxes
- g. Plastic Skylights
- h. Air Diffusers, Grilles, Registers
- i. Sound Attenuators
- j. Package Units or Knocked-Down Units Normally Purchased

**Section 4. PLENUMS & AIR POLLUTION CONTROL SYSTEMS.**

The provisions of Section 3 of Article VII shall not be applicable to the manufacture for sale to the trade or purchase of plenums, double wall panels for use in construction of air housings, nor to air pollution control systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems.

**Section 5. APPLICATION.** Except as provided in Article I, this Article shall not be circumvented by any arrangements such as a joint venture, the effect of which is to avoid its application directly or indirectly.

**Section 6. ENFORCEMENT.** Any alleged violation by the employer of any provision of this Article shall be referred to the grievance procedure provided in Article XVI of this Agreement.

**Section 7. PRE-BID CONFERENCE.** In order to ensure equality in the bidding procedure, the employer is encouraged to hold a pre-bid conference with the Union herein to determine whether the provisions contained in Article II are serving to protect the work described in Article I as intended. The employer may have the Association present to act as its representative.

**Section 8. MODIFICATION.** The Local Joint Adjustment Board, provided for in grievance procedures herein, shall also act as a continuing committee with power to modify the exception list stated in Section 3 above.

## **ARTICLE III JOB REFERRAL**

**Section 1.** The Union shall be the exclusive bargaining representative for all employees performing work described in Article I.

**Section 2.** The Union agrees to furnish at all times to the employer, on request by the employer, duly qualified journeymen, registered apprentices, and pre-apprentices sheet metal workers in sufficient number as may be deemed necessary by the employer to properly execute the work contracted for by the employer. It is understood that the employer retains the right to refuse employment to any applicant.

**Section 3.** All journeymen, tradesmen, apprentices and pre-apprentices dispatched to an employer by the union hall must be accompanied by a referral slip or they will be refused employment.

**Section 4.** The Union agrees to encourage all sheet metal workers to acquire and maintain the necessary "competency" cards for the cities that require them.

**Section 5.** Retired sheet metal workers receiving benefits from a Pension Plan under this Agreement or the Residential Agreement shall be referred for work only after all other non-retired and available journeymen, apprentices and pre-apprentices hereunder have been referred for-work.

**Section 6.** Each employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

**Section 7.** Employers shall submit all requests for workers in writing to the respective Local Union and a copy of same shall be furnished to the Association. Said requests for workers will remain in effect for a period of five (5) working days only and thereafter will be considered as having expired. Cancellation of such request, if necessary, can be made by phone.

**Section 8.** Employers shall be entitled to recall a worker from the Union layoff list as long as the worker is collecting unemployment compensation benefits chargeable to the employer at the time the request is made. The worker may elect to refuse employment and remain on the layoff list. The Union may, as a condition to referring a worker from the layoff list, require the employer to provide written evidence that the worker is drawing unemployment compensation benefits chargeable to the employer.

**Section 9.** Employment shall be without discrimination because of race, color, creed, age, religion, national origin, sex, disability, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, sexual orientation, or other protected class as required by law. The parties will make reasonable accommodations for qualified persons with disabilities as required by law. Person with disabilities may make request for reasonable accommodations related to employment at the jobsite to a manager, supervisor, or field superintendent of the employer, and may make requests for reasonable accommodations related to Union referrals or facilities to the Union's Business Manager/President. In addition, the Employer shall take affirmative action to provide equal opportunity in the placing of employees to the extent required under Title 29 of the Code of Federal Regulations, part 30, or other law or regulation duly enacted by the federal or state government or subdivision thereof.

#### **ARTICLE IV UNION SECURITY**

**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, provided the employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

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

**Section 3.** The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

## ARTICLE V HOURS OF WORK & OVERTIME

**Section 1.** The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8:00) a.m. and four-thirty (4:30) p.m. and the regular working week shall consist of five (5) consecutive eight-hour (8 hour) days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All overtime hours, except as noted herein, shall be at two (2) times the regular base rate. The first (1st) two (2) hours of overtime each day, Monday through Friday, immediately preceding or immediately following either the regular working day or a shift as described in Section 5 herein, shall be paid at one and one-half (1½) times the regular base rate. The first (1st) eight (8) hours of work on Saturday during the regular working day, as stated herein, shall be paid at the rate of one and one-half (1½) times the regular base rate; and all other work performed on Saturday shall be paid at two (2) times the regular base rate.

Individual construction jobs and / or shops may start between six (6:00) a.m. and eight (8:00) a.m., if a majority of the employees on that site and the employer agree to the earlier start conditions. Upon agreement on starting and quitting times, all work performed at such work sites outside the agreed upon hours shall be at the overtime rates.

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

During the school year, commercial pre-apprentices who are day school students in a sheet metal, HVAC or related service program such as St. Paul College and Dunwoody shall be entitled to overtime pay only after eight (8) hours of work per day, Monday – Saturday, and / or forty (40) hours per week. These day school students shall receive the pre-apprentice rate of pay for their first 1500 hours of employment and have the applicable fringe benefit contributors made on their behalf and then the Period I apprenticeship rate of pay for the next 1000 hours and continue to have the same fringe benefit contributions made on their behalf as was being made on their behalf as a pre-apprentice thereafter until they become indentured.

**Section 2.** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. 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 Sunday will be paid at the rate of two (2) times the regular base rate and the fringe benefit contributions shall be made pursuant to Section 1 herein, except as otherwise noted herein.



Labor Day will be a paid holiday for all sheet metal workers. Each employee shall receive eight (8) hours' pay at the employee's base rate provided that the employee is an employee of the employer on the tenth (10th) working day prior to Labor Day (including those who are on vacation, sick or disabled, but not including those on Workers' Compensation). For the purpose of calculating the hourly cost of this paid holiday for both time and material work as well as for labor costs on change orders, for this paid Labor Day, the parties suggest taking eight (8) hours times (x) the present Taxable Base Rate and then dividing that result by 1700 hours. For example, the May 1, 2020 taxable base rate for journeyman of forty-one dollars and ninety-six cents (\$ 46.06) is multiplied by eight (8) which equals \$ \$368.48. That result is then divided by 1700 hours yielding twenty-two ( 22) cents per hour as the estimated hourly cost for the Labor Day holiday for a journeyman.

**Section 3.** Any employer who is a member of the Association on the date of this Agreement, or any employer who becomes a member hereafter, shall make joint application to the Union and the Association before scheduling overtime. The application shall set forth the dates and times when such work is proposed to be scheduled and the reasons why such scheduling is necessary. If mutually agreed to by both the Association and the Union, such work shall be so scheduled and, in the absence of such mutual consent, such work shall be prohibited.

All employers who are not members of the Association must make application to and obtain consent from the Union before overtime work is scheduled and consent will be given only if an emergency exists. The Union will advise the Association of any case where emergency overtime has been approved and the reasons for the action taken as soon as possible.

In an emergency that arises where time is such that application cannot be made in advance, overtime may be scheduled to remedy the emergency immediately, but notice shall be given of the fact within forty-eight (48) hours after the emergency arose. Mutual consent is necessary before any further overtime is worked on such job.

**Section 4.** Where any shop requires more than one (1) shift on the same job site, or in the shop, or where a late shift is required and no first or second shift is possible because of the use or occupancy of the structure, the duration of which is to be longer than five (5) days, the following conditions shall prevail: It shall consist of an entirely new crew, the shift shall last at least eight (8) hours, any shift starting at or before six (6:00) p.m. shall be at the rate of one and one-quarter (1¼) times the regular base rate for the entire shift, any shifts starting after six (6:00) p.m. shall be at the rate of one and one-half (1½) times the regular base rate for the entire shift, the regular overtime rates shall be paid after eight (8) hours of labor.

On shifts of five (5) days or less, the rate of pay shall be the overtime rate, unless the Union and the Association approve such work in advance. It is the intent of the Union and the Association to approve this work at the shift rate of pay as long as all of the following

are present: It is not possible for the shift to last more than five (5) days, it is necessary to do this work outside of the regular working hours, it is necessary to reduce the rate from the regular overtime rate because of a competitive situation and the shift will last at least eight (8) hours.

**Section 5.** Whenever overtime is required on a shift, the regular base rate and not the shift rate shall be multiplied by the applicable overtime rate. The employer also agrees not to charge or bill the customer the applicable overtime rate for fringes on overtime work, except for the vacation pay.

**Section 6.** A premium pay of fifty cents (\$.50) per hour shall be paid for all hazardous work, such as any work performed from a boatswain's chair or a swing-scaffold, fifty (50) feet or more above the ground. All standard safety laws shall be complied with. Where there is doubt as to the hazardous nature of the work, the matter shall be referred to the Business Manager of the Union or his / her representative and to the Chief Executive Officer (CEO) of the Twin Cities Division of SMARCA, Inc., or his / her representative, for settlement.

## ARTICLE VI TRAVEL & SUBSISTENCE

**Section 1. FREE ZONE.** The free travel zone shall be within a forty (40) mile radius of University Avenue and Emerald Street.

**Section 2. TRAVEL WITHIN THE FREE ZONE.** When employed in a shop or on a job within the free zone, as specified in Section 1, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said zone from home to shop or job at starting time and from shop or job to home at quitting time, and the employer shall provide or pay for all necessary additional transportation during working hours.

**Section 3. STARTING & QUITTING TIME.** When employed outside of the free zone and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the boundary of the free zone at regular starting time, and the employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to said boundary so as to assure arrival at such boundary at quitting time.

As an alternative, when employed outside the free zone, the employer may require the employee to provide transportation for himself / herself which will assure his / her arrival and departure from the job site at the regular starting and quitting times, in which case the employer shall pay the employee the IRS standard mileage rate for providing transportation plus thirty-five cents (\$.35) per mile for travel time for travel from the boundary of the free zone to the job site and the same from the job site to the boundary of the free zone.

**Section 4.**

**(A) Travel.** An employee furnishing his / her own transportation shall be reimbursed for travel outside of said free zone at the IRS mileage rate referred to in Section 3 above per mile. Any travel during working hours between jobs, whether inside or outside of the free zone, shall also be reimbursed at the IRS mileage rate per mile.

**(B) Employer Transportation.** Employers reserve the right to provide transportation for employees to and from the job site, in which case employees shall leave to and from the shop as per the hours specified in Section 1, Article V.

**(C) Employer Option.** The employer reserves the right to pay subsistence at the rate specified in sub-paragraph (e), Section 4, of this Article, in lieu of Section 2 of this Article, at any time he / she so desires, except that mileage will be paid to and from the job at the beginning and end thereof.

**(D) Savings Clause.** Nothing herein contained shall be construed to be a definition or description of this Union's territorial jurisdiction, as the language herein is intended only to relate to payment of travel expenses within and outside of certain areas.

**(E) Per Diem.** The expenses per diem for any employee working out of this territory shall be set at a minimum of thirty dollars (\$30.00) per day for seven (7) days per week. If a job lasts for five (5) days or less, the per diem shall be thirty dollars (\$30.00) per day for each day worked. In cases where sheet metal employees claim they cannot cover expenses with this amount, they will be paid reasonable expenses upon turning in an itemized account to the employer.

**Section 5. PARKING FEES.** In the event that free parking is not available within four (4) blocks of any job site, employees will be reimbursed up to thirteen dollars (\$13.00) per day upon submittal of receipts or claim.

**ARTICLE VII  
WAGES, BENEFITS, FOREMEN & GENERAL FOREMEN**

**Section 1.** The minimum rate of wages for journeyman sheet metal workers covered by this Agreement, when employed in a shop or on a job within the jurisdiction of the Union, to perform any work specified in Article I of this Agreement, shall be as follows (except as provided in Section 3 of this Article).

Base Wage*		\$47.36
<b>Deduction: Savings Fund</b>	(\$2.78)	
<i>Organizing Funds</i>	(\$.93)	
Sheet Metal Local #10 Benefit Fund		\$10.76
Sheet Metal Workers' National Pension Fund		\$5.16
Sheet Metal Workers' Local 10 Pension Fund		\$8.75
Sheet Metal Local 10 Supplemental Retirement Fund**		\$6.00
International Training Institute		\$.12
Metropolitan Sheet Metal Journeyman & Apprenticeship Training Trust Fund		\$.57
National Energy Management Institute Committee		\$.03
Sheet Metal Workers International Scholarship Fund		\$.01
Sheet Metal Occupational Health Institute Trust		\$.02
Sheet Metal Workers Local No. 10/SMARCA Joint Labor Management Cooperation Trust		\$.02
Fair Contracting Foundation of Minnesota		\$.02
Sheet Metal and Roofing Industry Fund of the North Central Region (Twin City Division)		\$.23
Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States		<u>\$.14</u>
Total		\$79.19

\* Taxable Income

\*\* For all participants in the Sheet Metal #10 SAFE Plan, fifty percent of the Supplemental Retirement Fund contribution amount will be deposited in a participant's SAFE Plan account in any month in which the balance of the SAFE account is less than \$8,000.

Foreman Pay is three dollars and fifty cents (\$3.50) over base rate. General Foreman is four dollars and fifty cents (\$4.50) over base rate.

**(a)** The base wage rates include an amount of three dollars and seventy-one cents (\$3.71) per hour for vacation pay and union organizing, as of May 1, 2021 for journeymen. The vacation amount is two dollars and seventy-eight cents (\$2.78) per hour, and ninety-three cents (\$.93) per hour is for union organizing, for journeymen and one dollar and thirteen cents (\$1.13) and ninety-three cents (\$.93) respectfully for apprentices; which shall be deducted and paid as provided in Article VIII.

**(b)** The allocations to the above Funds may be changed once in any year with two (2) months' notice given to the employer. In addition, the allocation to any one or more of these items may be increased or decreased by an equal reduction or increase of the base rate of pay except for the Local and/or National Industry Fund, in which case(s) any change will not increase or decrease the taxable base. 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. In any event, the change in allocation shall be made by the Union acting alone, but each such allocation to these Funds subject to a Trust Agreement shall be administered as therein provided. Also, the Union may make an allocation to Jury Pay and Funeral Pay provided each allocation is administered by an existing Trust and the two (2) month notice is given.

**Section 2. FOREMEN & GENERAL FOREMEN.** All General Foremen shall be paid at least a minimum of four dollars and fifty cents (\$4.50) per hour in addition to the journeyman's hourly base rate of pay and, further, that all Foremen shall be paid a minimum of three dollars and fifty cents (\$3.50) per hour in addition to the journeyman's base rate of pay. A crew of six (6) sheet metal employees on a job site shall have at least one (1) Foreman; a crew of ten (10) sheet metal employees on a job site shall have one (1) Foreman and one (1) General Foreman; for each additional six (6) sheet metal employees thereafter, an additional Foreman shall be added.

**Section 3.** On all work specified in Article I of this Agreement fabricated and / or assembled by journeyman sheet metal workers and / or apprentices within the jurisdiction of this Union, or elsewhere, for erection and / or installation within the jurisdiction of any other local union affiliated with SMART 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 all classifications employed on such work in the home shop or sent to the job site.

**Section 4.** Except as provided in Sections 3 and 5 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 5.** When the employer has any work specified in Article I of this Agreement to be performed outside the jurisdiction of Sheet Metal Workers Local No. 10 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 6.** In applying the provisions of Sections 3, 4 and 5 of this Article VII, the term “wage scale” shall include the value of all applicable hourly contractual benefits, in addition to the hourly wage rates provided in said Sections.

**Section 7.** The employer agrees to provide, at the request of the Union, information with respect to prevailing wage rates on forms supplied by the state and / or federal governments. Such forms shall be completed and returned to the Union within two (2) weeks of the date of such request.

**Section 8.** Wages at the established rates specified herein shall be paid in cash or check, upon permission, in the shop or on the job at or before quitting time on Friday of each week and no more than four (4) days pay shall be withheld. However, employees, when discharged, shall be paid in full, at or before quitting time on the day of discharge. Wages may be paid by mail or direct deposit with the consent of the employee.

**Section 9.** In the event an employer fails to pay wages when due, in addition to all other remedies provided to the Union and the employee, the employee shall have six (6) years from the due date of said wages to commence legal action therefore.

**Section 10.** In addition to any and all other remedies provided by this Contract or by law either to the Union or to an employee, every employee covered by this Agreement shall have a lien upon the property and assets of the employer as security for the payment of wages due to the employee that are not paid when due.

**Section 11.** Journeyman sheet metal workers who report for work by direction of the employer and are not placed at work shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the employer has no control.

**Section 12.** The employer shall provide each employee with a record of all hours worked and all deductions made from their wages with each wage check.

**Section 13.** All owner / members (Union members) shall pay a minimum of 1740 hours of fringe benefit contributions per year or 145 hours per month for their hours of work. The Union and SMARCA agree to police the owner / member shops regarding all aspects of this Labor Agreement.

An “owner / member” shall be defined as an owner, agent, contractor, subcontractor, jobber, or any other person who is directly or indirectly financially interested in or who is an officer or otherwise involved in the management of a sheet metal shop, business or job. An “owner / member” includes but is not limited to a person who meets all three (3) of the following requirements:

1. The person is an employee of:
  - (a) An incorporated business if the employee is an officer, director or an owner of the business; or
  - (b) Any business enterprise, however organized, in which the business is owned or controlled by the employee and a member of the employee's family, (which shall include the employee's spouse and lineal ascendants and descendants and the spouse's lineal ascendants and descendants).
2. The person is a member of the Union in good standing.
3. The person performs work covered by the terms of this Agreement.

## **ARTICLE VIII PAYROLL DEDUCTIONS & VACATIONS**

**Section 1.** All employers covered by this Agreement shall be obligated to deduct from the wages of each employee the amount specified in Article VII, Section 1, for sheet metal employees, for each hour worked, and pay monthly to the Funds Office, as provided in Article XIII, the amount so deducted. The Fund Office shall, upon receipt of these deductions, which are made by the employers after all withholding taxes including FICA are deducted, shall separate the organizing fund contribution from the vacation contribution and transmit the organizing contributions to the place designated by the Union and shall transmit the vacation contributions to the Financial Institution designated by the Union, and that Financial Institution shall deposit the proper amount to the account of each employee.

**Section 2.** In consideration of this automatic payroll deduction, reporting and transmittal by the employer, the employee agrees to take a vacation each year of four (4) weeks, without pay (at one time or at separate times, provided that each time the employee takes at least seven (7) consecutive days of vacation) and the employee also agrees not to withdraw said deposits from the Financial Institution until the time of taking his / her vacation.

**Section 3.** All employers who are late in the remittance of Financial Institution payroll deductions which results in either the payment of penalties or the loss of interest earned by its employee shall be responsible for the payment of such charges or losses. Failure to do so shall be grounds for the termination of this Agreement, as provided for in Section 4 of Article XIII.

**Section 4. ORGANIZING FUND.** Every Employer signatory to this Agreement hereby agrees to deduct, from the Taxable Base Wage Rate of all employees covered by this Agreement, an organizing fund/dues assessment for each hour worked in the amount of ninety-three cents (\$.93) for journeypersons and apprentices and forty-five cents (\$.45) for

pre-apprentices. This assessment shall be established and administered solely by the Union to promote, support, and improve employment opportunities for members through organizing, market expansion, regulatory initiative, and to include any and all other legitimate purposes approved by the membership.

## **ARTICLE IX LOCAL BENEFIT FUNDS AND INDUSTRY FUNDS**

**Section 1. JOURNEYMEN AND APPRENTICES.** All employers covered by this Agreement shall contribute into the Sheet Metal Workers Local No. 10 Pension Fund, the Sheet Metal Workers Local No. 10 Supplemental Retirement Fund (with a portion of that contribution being deposited in the individual accounts in Sheet Metal #10 SAFE Plan for participants with less than an \$8,000.00 cash balance), the Sheet Metal Local #10 Benefit Fund, Metropolitan Sheet Metal Journeyman & Apprenticeship Training Trust Fund, the Sheet Metal Workers Local No. 10/SMARCA Joint Labor Management Cooperation Trust, the Fair Contracting Foundation of Minnesota, the Sheet Metal and Roofing Industry Fund of the North Central Region (Twin City Trade Area Division), and the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States in the amount per hour specified in Article VII, Section 1, Article VII, Section 5, and the applicable wage sheet, for each hour worked by journeyman and apprentice employees covered by this Agreement.

**Section 2. PRE-APPRENTICES.** All employers covered by this Agreement shall contribute into the Metropolitan Sheet Metal Journeyman & Apprenticeship Training Trust Fund and the Fair Contracting Foundation of Minnesota in the amount per hour specified in Article VII, Section 1 and the applicable wage sheet for each hour worked by pre-apprentice employees covered by this Agreement. Further, all employers covered by this Agreement shall contribute into the Sheet Metal and Roofing Industry Fund of the North Central Region (Twin City Trade Area Division) in the amount \$.23 for the first year that this Agreement is in effect and in the amount specified in the applicable wage sheet for each subsequent year of this Agreement.

Contributions to the Sheet Metal Local #10 Benefit Fund may be made by the Employer upon the Employer's election. However, upon completion of 650 work hours as a pre-apprentice, all employers shall also include contributions to the Sheet Metal Local #10 Benefit Fund in the amount per hour specified in Article VII, Section 1 and the applicable wage sheet for each hour worked by pre-apprentice employees covered by this Agreement.

**Section 3.** The Funds identified in Section 1 of this Article 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 Association, and shall be considered as a part hereof, as if set forth in detail, excluding the Industry Funds.



**Section 4.** Journeyman, Foreman, General Foreman and apprentices may individually elect to participate in the 401K feature of the *Sheet Metal Local 10 Supplemental Retirement Fund* by completing a tax deferred contribution authorization form approved by the Fund Trustees directing the Employer to reduce the employee's taxable hourly pay up to the maximum amount allowed by the Plan. Contribution rates shall be determined by the Trustees and shall not be less than one dollar and no more than three (3) options. Employees may change their participation once per year starting with the first pay period after January 1st or upon a new hire at an Employer. An Employer may elect to accept an authorization from an employee other than at the scheduled times. Employee tax-deferred contributions shall be reported in accordance with Article XI and in the same manner as Employers are reporting with respect to regular contributions to the Supplemental Pension Fund or as the Trustees of the Fund shall direct. Employees that elect to have tax-deferred contributions transferred into the Fund, must do so in writing at least ten (10) days prior to the stated election date, other than initial employment or if an employer elects to accept an authorization change. All tax-deferred contribution requests must be filed by the employee with the employer who will then provide a copy to the Fund Office as directed by the Fund Trustees.

**Section 5. LOCAL INDUSTRY FUND.** As set forth herein, all employers covered by this Agreement shall contribute twenty-five cents (\$.23) (which includes \$.01 for Drug Testing) per hour for each hour worked by journeymen, apprentice and pre-apprentice employees covered by this Agreement to the Sheet Metal and Roofing Industry Fund of the North Central Region (Twin City Trade Area Division). SMARCA shall have the right to unilaterally increase the contribution rate to this Fund during the term of this Agreement as set forth in Section 1(b) of Article VII herein. In the event SMARCA increases the contribution rate to this Fund, such increase will be reflected in the applicable wage sheet. In addition, if the Drug and Alcohol Testing Program instituted under this Agreement costs more than the one cent (\$.01) per hour initially allocated to it, this Fund may be increased by the additional amount needed to administer that program. One hundred percent (100%) of the cost of administering the Drug and Alcohol Testing Program shall be paid by that Fund and not out of the current Total Package, set forth in Article VII. Any such increase would be in addition to the Total Package wage increase set forth in Article VII. Finally, the Local Union Business Manager shall be notified in advance of all Trustee Meetings for this Fund, be allowed to attend such meetings, and shall be furnished copies of the annual audit and financial reports of this Fund.

**Section 6.** In the event that a National Health Insurance Program is enacted, the employer contribution to the current Benefit Fund, as described in this Article, shall be applied to any cost incurred by the employer and / or the employees covered hereunder in connection with such National Health Insurance Program.

If the current employer contribution is in excess of the cost of such National Health Insurance Program, then at the discretion of the employees covered hereunder, the difference

shall become a contribution to either a supplemental health insurance plan and / or one of the existing Pension Plans and / or the base wage.

## **ARTICLE X CONTROL BOARD**

**Section 1.** The organizing and savings fund contributions set forth in Article VII and the contributions to the Funds designated in Article IX shall be paid to the Fund Office for the Sheet Metal Local #10 Control Board Trust Fund, which is authorized to collect and distribute the benefits set forth herein. The Sheet Metal Local #10 Control Board Trust Fund is administered pursuant to the provisions of an Agreement and Declaration of Trust that has been executed jointly by an equal number of representatives of the Union and representatives of the Association. This Trust Agreement as well as the rules and regulations established jointly by the Trustees of the Control Board shall be considered a part hereof, as if set forth in detail.

**Section 2.** A Control Board Trustee must be a current Trustee of at least one (1) Local 10 Fringe Benefit Funds.

All delinquent employers will be contacted immediately by authorized representatives of the Control Board.

## **ARTICLE XI NATIONAL BENEFIT FUNDS**

**Section 1. JOURNEYMEN, APPRENTICES AND PREAPPRENTICES.** All employers covered by this Agreement shall contribute into the Sheet Metal Workers' National Pension Fund, International Training Institute (ITI), National Energy Management Institute Committee (NEMIC), Sheet Metal Workers International Scholarship Fund ("Scholarship"), and the Sheet Metal Occupational Health Institute Trust (SMOHIT), in the amount per hour specified in Article VII, Section 1, Article XVI, Section 5 and the applicable wage sheet for each hour worked by all journeyman, specialist, apprentice, and pre-apprentice employees covered by this Agreement.

**Section 2.** The Parties to this Agreement have adopted the "First Alternative Option" under the Sheet Metal Workers' National Pension Fund's (NPF) Funding Improvement Plan (FIP) Schedule, as in effect when this Agreement is entered into and as that Option is amended from time to time.

The Employer will contribute to the NPF, ITI, NEMIC, Scholarship and SMOHIT Funds at the hourly rates set forth in this Agreement and in accordance with the First Alternative Option and the NPF's Plan and Trust Documents (copies of these documents (including the updated FIP and FIP Schedule) have been made available to the parties and are available at [www.smwnpf.org](http://www.smwnpf.org)). The NPF's FIP Schedule (which includes the First

Alternative Option) and Trust Document, as amended from time to time, are incorporated into this Agreement; the Employer hereby agrees to be bound as a party by all terms and provisions of the Trust Document, as amended.

The Employer will pay its required monthly NPF ITI, NEMIC, Scholarship, and SMOHIT contributions no later than the 20th day of the month, after the month in which the Covered Employment was performed. Failure to pay on time and in full will constitute a delinquency and will subject the Employer to applicable interest, liquidated damages, fees and costs. The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at [www.smwnbf.org](http://www.smwnbf.org) (contact the IPS Support Team via email at [ips@smwnbf.org](mailto:ips@smwnbf.org) or by calling 800- 231-4622).

If the Employer is required to secure a Guaranty or Performance Bond, such bond will guarantee the payments required to be paid by the Employer pursuant to the terms of this Agreement to the following funds, Sheet Metal Workers' National Pension Fund, NEMIC, SMOHIT, ITI. Employers shall furnish said bond to the Sheet Metal Workers' National Pension Fund within fifteen (15) days of the execution of this Agreement. The bond as required under the provisions of this Section shall remain in full force and effect until the termination of this Agreement and furnished at least on an annual basis.

**Section 3. SCHOLARSHIP FUND.** The Union may designate, at its option, that the Scholarship Fund contributions be made to the Scholarship Fund or a local Scholarship Fund.

**Section 4. NEMIC FUND.** The contribution to NEMIC may, in the sole discretion of the Union and after written notice to the employers, be removed by the Union in the event the Sheet Metal Workers International Association changes its constitution so that contributions to NEMIC are no longer required by the Union. In the event the constitution is changed, and the Union removes the contribution to NEMIC, the Union may allocate the NEMIC contributions in any manner it desires.

## ARTICLE XII

### PAYMENTS DUE TO THE LOCAL BENEFIT FUNDS AND INDUSTRY FUNDS

**Section 1.** The contributions to the Funds designated in Article IX, of this Agreement shall be paid in accordance with this Agreement as well as the applicable Trust Agreements and all amendments thereto, as well as the administrative rules promulgated from time to time by the Trustees of said Funds, as fully as if the same were set forth in detail herein. Further, the contributions are to be remitted as required by the Control Board.

**Section 2.** Contributions to the Funds designated in Article IX shall be made monthly in the form of a single payment written payable to a suitable collection agency, bank or other institution designated by the parties. Payments to be 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. Any administrative charge for this service shall be borne by the employer.

**Section 3.** The employer shall make available to the Funds designated in Article IX, the Control Board identified in Article X or either's designated Auditor, 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 contribution payment required by Article XI of this Agreement are due in the Funds Office on the tenth (10th) day of the following month and 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 Control Board on or before the tenth (10th) day of the next month, the liquidated damages assessment will increase to twenty percent (20%) of the delinquent contributions. In addition to the 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 Control Board determines necessary and the delinquent payment is not rendered when the employer is contacted by the Control Board, the Board may contact the Union and they may recall all employees of the delinquent employer and the employees 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 will be hand delivered to the Funds Office on the delinquent employer's regular payday. If payment is not received on this date, the Control Board may contact the Union and they may recall the employees of the delinquent employer and the employees will be directed not to return to work until such obligation is paid in full; or,
2. The delinquent employer may post bond in an amount equal to the average monthly contribution of the delinquent employer for the previous year.

In the event the delinquent employer selects alternative number 1 and does not meet his weekly payments, bonding, as described in alternative number 2 will become mandatory. Such requirements may be relieved at the discretion of the Control Board.

### **ARTICLE XIII TOOLS & TRANSPORTATION**

**Section 1.** The journeyman sheet metal workers and registered apprentices covered by this Agreement shall provide for themselves the following hand tools, which shall be kept in accordance with OSHA Standards:

Tool Box	25 Foot Tape Measure	Utility Knife
Small Hand Seamer	Aviation Snips (Right & Left)	Dividers
3/8" Ratchet Set	Vise Grips	Scratch Awl
10" Crescent Wrench	Tinner's Hammer	Tool Pouch
Combination Square	Duct Stretcher	Hand Crimper
Screw Drivers (Phillips & Regular)		Drift Pin
Set of Hand Wrenches 3/8" to 3/4"		

The employer shall furnish a proper enclosure or field box to safeguard the employee's hand tools on the job.

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

**Section 3.** All workers shall accept the responsibility for the proper care of all tools and / or equipment furnished by the employer. Acknowledgment of receipt and return of said tools and / or equipment may be made on a form mutually agreed upon by the employer and the Union. Any worker who abuses the provisions of this Section shall be subject to investigation by the Joint Adjustment Board and any disciplinary action it levies.

**Section 4.** Tool theft insurance shall be provided by the Joint Labor Management Fund, in accordance with reporting criteria as established by the Trustees.

## ARTICLE XIV SETTLEMENT OF DISPUTES

**Section 1.** Grievances of the employer or the Union arising out of interpretation or enforcement of this Agreement shall be settled between the employer directly involved and the duly authorized representative of the Union, if possible. An employer may have the 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 in the area in which the work is performed and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the notice provided in the next paragraph, unless the time is extended by mutual agreement of the parties, to render a final and binding determination, except as provided in Section 3 of this Article. The Board shall consist of an equal number of representatives of the Union and of the employer Association and both sides shall cast an equal number of votes at each meeting. The local employer association, on its own initiative, may submit grievances for determination by the Board, as provided in this Section.

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

**Section 3.** Grievances not disposed of under the procedures described in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Board of Arbitration within thirty (30) days after the termination of procedures prescribed in Section 2. The Board of Arbitration shall consist of three (3) persons, one (1) to be selected by the Union, one (1) to be selected by the employer and the third, who shall act as an Impartial Chairman, to be selected mutually by the representative of the Union and the representative of the employer.

The aggrieved party shall name one (1) member to the Board of Arbitration at the time of making its submission by registered or certified mail. The other party shall name one (1) member within three (3) working days after receipt of such notice.

If the two (2) members thus selected fail to agree on the selection of an Impartial Chairman 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 may be requested by either party to submit a list of five (5) persons from which the Impartial Chairman shall be selected by mutual agreement of the employer and Union representatives.

In the event of failure to agree on any one 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 shall indicate the order or preference of those remaining. If more than one name remains, the State or Federal Mediation and Conciliation Service shall then be requested to appoint an arbitrator from the names remaining on the list, with due consideration as to preference and availability.

No decision shall be made by the Board of Arbitration without the participation of the representatives of both the Union and the employer, unless, in the judgment of the Impartial Chairman, either the employer or the Union is unnecessarily delaying arbitration proceedings (and after due notice of such judgment by the Chairman to both parties hereto), in which case decisions may be reached without the participation of the party causing the delay.

In the event either party refuses arbitration or fails to appoint its member to the Board of Arbitration, the other party may select an Impartial Chairman and proceed to arbitration independently.

**Section 4.** All fees and expenses of the Impartial Chairman shall be shared equally by the Union and the employer.

All decisions of the Board of Arbitration 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 decisions of the Board of Arbitration made within the scope of the submission and within the authority of the Board, as defined herein, shall be final and binding on all parties concerned.

The Board of Arbitration 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, nor to render any interpretation outside the scope of this Agreement.

In the event of a failure of the Board of Arbitration to reach a majority decision, the written decision and award of the Impartial Arbitrator shall constitute a majority decision and award within the meaning of this Article.

The requirements of Section 2, with respect to the selection of one (1) person by the employer and one (1) person by the Union to serve as members of the Board of Arbitration, may be waived by the parties by written agreement in any given case, in which case the Impartial Chairman shall constitute the Board of Arbitration and his decision and award, subject to all other conditions herein, shall be final and binding upon the 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 5.** Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievance involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article.

**Section 6.** Nothing contained in this Article shall apply in any controversy or dispute arising out of any notice of reopening of this Agreement, as provided in Article XXVII hereof.

## **ARTICLE XV JURISDICTION DISPUTES**

Agreements, national in scope, between SMART and other international unions covering work jurisdiction and the assignment, allocation and division of work among employees represented, for purposes of collective bargaining, by such labor organizations, shall be respected and applied by the employer, provided such agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors National Association, Inc.

## **ARTICLE XVI APPRENTICES AND PREAPPRENTICES**

**Section 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of an equal number of employer representatives and Union representatives who shall be selected by the employer and the Union respectively. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours and working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade for all parts of the Sheet Metal Construction Industry. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as a part of this Agreement.

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



**Section 3.** It is hereby agreed that the employer shall be entitled to apply to the Joint Apprenticeship Committee on the basis of one (1) apprentice for three (3) journeymen regularly employed for all commercial work (except specialty work) and an additional apprentice for every three (3) additional journeymen. For specialty (kitchen) work, the ratio shall be one (1) apprentice for one (1) journeyman regularly employed and an additional apprentice for every additional journeyman. Said ratios shall govern the consideration and granting of apprentices by the Joint Apprenticeship Committee. The above ratios are not intended to require the employer to maintain the established ratios on a particular job site or in the shop.

Any employer having more than four (4) journeymen employed, or more than three (3) journeymen employed, whichever is applicable to that shop, shall be required to employ one (1) apprentice.

**Section 4.** All applicants for apprenticeship shall be at least eighteen (18) years of age and each registered apprentice shall serve an apprenticeship of five (5) years; such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until their apprenticeship term has been completed and they have qualified as journeymen, except that apprentices may work alone on project Residential work with proper supervision after they have been indentured for two (2) months.

**Section 5.** A graduated wage scale for apprentices covered by this agreement shall be established and maintained on the following percentage basis of the established base wage rate of journeyman sheet metal workers:

<u>Period</u>	<u>Hours</u>	<u>Percent (%)</u>
Period 1	0 – 1000	52%
Period 2	1001 – 2000	56%
Period 3	2001 – 3000	60%
Period 4	3001 – 4000	64%
Period 5	4001 – 5000	68%
Period 6	5001 – 6000	72%
Period 7	6001 – 7000	75%
Period 8	7001 – 8000	79%
Period 9	8001+	90%

Periods 1 through 8 shall be 1,000 work hours for each period. Period 9 shall apply only to apprentices who have not completed all apprenticeship requirements by the end of Period 8 and shall continue until completion of all apprenticeship requirements. All apprentice pension contributions shall be paid at the same percentage as the wage percentage for their applicable apprenticeship period.

**Section 6.** There shall be no mandatory rotation of apprentices employed in Residential work; architectural sheet metal work, including gutter work; service work (commercial or residential); and specialty shops or specialty work.

**Section 7.** Apprentice applicants who graduate from a one (1) school year or longer Sheet Metal Program, such as St. Paul TVI, Dunwoody, or the equivalent, shall serve no pre-apprentice period. They will also receive credit for 1,000 work hours and therefore begin at Period 2. In addition, these graduates will also receive work credit for fifty-percent (50%) of any pre-apprentice hours they have worked prior to and during the time they attended their schooling up to a maximum of 1,000 hours as additional work hour credit. This credit will also be granted upon their actual graduation from that program and their indenture into the apprentice program. All other apprentice applicants shall serve up to a 1,500 hour pre-apprentice period prior to being indentured.

**Section 8.** When an employer requests an apprentice and is entitled to one and none is available, a pre-apprentice shall be supplied. This is in addition to and not in place of the pre-apprentices available in Section 9 below.

**Section 9. PRE-APPRENTICES.**

(A) 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) pre-apprentice for six (6) journeymen and one (1) additional pre-apprentice for each three (3) additional journeymen, regularly employed for all commercial work.

(B) The hourly base wage rate for pre-apprentices shall be forty-two percent (42%) of the hourly base wage rate of the Commercial journeyman. Hourly fringe benefit contributions for pre-apprentices shall be seventy-six cents (\$.76) to the National Pension Fund and contributions to the Local Training Fund, ITI, NEMI, SMOHIT, and Local Industry Fund at the rate set forth in Article VII, Section 1 of this Agreement. Health Fund contributions may be made by the Employer upon the Employer's election. Upon completion of 650 work hours as a pre-apprentice, hourly fringe benefit contributions shall also include contributions to the Benefit Fund.

(C) Employers may also substitute an apprentice in place of a pre-apprentice and a pre-apprentice in place of an apprentice where one or the other is not available.

(D) Prior to the completion of the 3000 hour pre-apprentice period, but after employing the pre-apprentice for at least 500 hours, the employer may request that the Joint Apprenticeship and Training Committee (JATC) indenture the pre-apprentice prior to the end of the 3000 hour period, and the JATC may approve or deny this request in accordance with its standards, rules, and regulations. At the end of 3000 hours, the pre-apprentice will either be indentured or separated from employment except in the case where the JATC determines not to indenture any additional apprentices. In that case, an individual may remain a pre-

apprentice indefinitely. A pre-apprentice may be employed for more than 3000 hours provided he / she is enrolled in and attending a day school HVAC or related service program.

(E) Employers engaged in food service and / or beverage dispensing equipment work shall be entitled to one (1) pre-apprentice for that work so long as they have three (3) regularly employed journeymen in that phase of the industry and one (1) additional pre-apprentice with nine (9) journeymen and one (1) additional pre-apprentice for each six (6) additional journeymen regularly employed. Where a pre-apprentice is employed in food service and / or beverage dispensing equipment work, that pre-apprentice will not be moved to another shop during the pre-apprentice period. At the end of the pre-apprentice period and prior to the pre-apprentice being moved to another shop as an apprentice, or the food service and / or beverage dispensing equipment employer shall have the right to advance that person to be an apprentice at that shop, provided that the employer is entitled to an apprentice or an additional apprentice, as the case may be. In any case, that employer shall also remain eligible for another pre-apprentice so long as they have the required number of regularly employed journeymen in that phase of the industry as stated above.

(F) Day school students enrolled in and attending an HVAC, or related service program may be employed as pre-apprentices. However, no employer shall be allowed to lay off an apprentice and continue to employ a day school student as a pre-apprentice.

**Section 10.** Employers covered by this Agreement shall contribute the sum specified per hour in Section 1 of Article VII, to the Metropolitan Sheet Metal Journeyman & Apprentice Training Fund for each journeyman, apprentice, pre-apprentice, and architectural tradesman employed covered by this Agreement. The said Metropolitan Sheet Metal Journeyman & Apprentice 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 of the Association and shall be considered as a part hereof, as if set forth in detail.

## **ARTICLE XVII WORKERS COMPENSATION & UNEMPLOYMENT INSURANCE CONTRIBUTIONS**

The undersigned employer expressly agrees that, if he is exempt under any provision of the law from the statutory obligation of carrying Workers Compensation Insurance or exempt from the requirement to make Social Security and Unemployment Insurance contributions, at any time or under any circumstances, the undersigned employer shall, nevertheless, carry the appropriate insurance and make the statutory contribution so that his employees shall be covered by Workers Compensation Insurance, Social Security and Unemployment Compensation benefits and specifically with respect to the Minnesota Unemployment Compensation Law, the employer agrees that he will immediately elect to be covered, pursuant to Minnesota Statutes, Section 268.11, sub-division 3, and for that purpose will immediately send notice of his determination to so elect to the Director of the

Department of Jobs and Training, State of Minnesota.

The Twin Cities Division of SMARCA, Inc. and the Union may request copies of any Employer's Certificate of Insurance for Workers Compensation Insurance and Unemployment Compensation Insurance. This information shall be supplied within ten (10) days following receipt of that request.

### **ARTICLE XVIII OPTIONAL PAYROLL DEDUCTIONS**

The employer agrees to make deductions for each employee who authorizes such deductions and remit same to the applicable Financial Institution for the purpose of crediting it to the employee's account at the Financial Institution. This shall be done only in accordance with the following provisions: The employee will make such arrangements with the Financial Institution for these deductions and the Financial Institution shall duly notify his / her employer, any termination of such arrangements shall be made through the Financial Institution, which shall duly notify the employer of such termination, and the employer assumes no responsibility for the cessation of these deductions, but will act only upon certification by the Financial Institution.

The failure, refusal or neglect of an employer to transmit and pay any deductions authorized to the Financial Institution, on or before ten (10) days following the month in which such deductions were made, shall subject the employer to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union.

### **ARTICLE XIX UNION DUES DEDUCTIONS**

The employer shall deduct from the wages of each employee, according to written authorization from the individual employee, the amount of the Union initiation fees and dues, which shall be deducted from the first pay period of each month and forwarded to the Union between the first (1st) and fifteenth (15th) day of each month.

### **ARTICLE XX SHOP STEWARDS**

A steward shall be a working journeyman, appointed by the business manager or business representative of the local Union. The steward will not be dismissed for protecting the jurisdiction and working conditions, as defined in this Agreement.

Any alleged violation of this Agreement shall first be brought to the attention of the steward and, if not resolved, shall then be brought to the attention of the business representative of the local Union.

Any dispute arising under this Article which cannot be settled, as provided above, shall be referred to the Joint Adjustment Board.

## **ARTICLE XXI LICENSES, PERMITS & CERTIFICATES**

Neither the employer nor any of the employer's officers, owners, part owners, stockholders, directors, managers or employees who have a license, permit or a certificate of competency in any of the fields of work covered by this Agreement, issued by the State of Minnesota and / or any municipality as a pre-requisite to performing any of the work described in Article I, shall furnish, lend or make such license, permit or certificate available to any other person or company not signatory to an agreement with SMART or one of its member Building Trades locals for any purpose. If this provision is violated, it will constitute a breach of this Agreement and the Union, in such case, shall have the right to any and all available remedies for such breach, including, but not limited to, picketing and refusal to work.

## **ARTICLE XXII MISCELLANEOUS**

### **Section 1. TRANSFER FROM RESIDENTIAL HVAC TO COMMERCIAL.**

A Residential HVAC journeyman may apply to SMART Local No. 10 to become a Commercial journeyman if the journeyman has completed each of the following:

1. Completed 10,000 work hours after April 30, 1999 as a Residential HVAC journeyman;
2. Maintains a competency card issued by the City of Minneapolis or the City of Saint Paul;
3. Passed a competency test administered by the JATC;
4. Meets such requirements as Local No. 10 establishes; and
5. Upon completion of all requirements, successful applicants will be placed at the bottom of the commercial journeyman out of work list for placement as soon as possible.

Alternatively, the Residential HVAC journeyman may apply for admittance into the commercial apprenticeship program offered by the JATC. Upon acceptance and completion of all requirements, he or she will become a commercial journeyman.

**Section 2.** The Parties to this Agreement have agreed to develop no-strike language on commercial service work, architectural sheet metal work under emergency conditions, contract service work or work for a customer where a work stoppage would result in permanent loss of the work by both the contractor and Union. When that language is completed and agreed to, it shall be incorporated herein by reference.

**Section 3. ALTERNATIVE DISPUTE WORKERS' COMPENSATION PROGRAM.**

The parties agree to allow any contractor(s) signatory to this Agreement to participate in the jointly managed alternative dispute resolution workers' compensation program known as the Union Construction Craft Workers' Compensation Program. Each signatory contractor, acting alone and at their sole option, may (1) decide to participate, (2) decide not to participate, and (3) if once participating, decide unilaterally to cease participation in said program.

It is the purpose of this alternative dispute resolution workers' compensation program to provide a system to ensure the timely and fair payment of workers' compensation benefits required by Minnesota law or the law of any other jurisdiction to participants who have suffered work-related illnesses or injuries while performing work under this Collective Bargaining Agreement.

The operation of the alternative dispute resolution workers' compensation program will be determined by the trustees in accordance with the Agreement and Declaration of Trust of the Union Construction Crafts Workers' Compensation Program (hereinafter the "Program"). This Program will be administered by an equal number of Employer Trustees and Union Trustees and will be funded from contributions from participating Employers on behalf of employees covered by this and other Collective Bargaining Agreements.

The parties hereto and any contractor deciding to participate in this Program agree to be bound by the Agreement and Declaration of Trust establishing the Program, together with any amendments thereto and rules and regulations established by the trustees. The parties hereby designate as their representatives on the Board of Trustees such trustees as are named pursuant to the Trust Agreement, together with any successors who may be appointed pursuant to the Trust Agreement.

The participating contractors hereby agree to be bound by the delinquency collection procedures established by the trustees of the Fund. The amount of contributions to this Fund shall be established by the trustees and may be changed from time to time.

The parties and all participating contractors also agree that participation in this Program is specifically entered into based upon the "Indemnification Policy" that was agreed to by the Program's Board of Trustees on January 17, 2006, and the representations regarding that "Indemnification Policy" made by Kevin Gregerson; Bill Ecklund of Felhaber, Larson, Fenlon and Vogt; and Shaun Irwin of the Anderson Agency.

In the event that said "Indemnification Policy" is modified or terminated by the Program or its underlying insurance policy provided by Chubb is modified or terminated, this section (Section 3) is terminated effective that same date. This termination will be effective without any action necessary by the parties to this Agreement. In such an event, the parties may agree to reinstate this section, but any agreement to do so must be done in

writing and signed by authorized representatives of Sheet Metal Workers Local No. 10 Metro Area and the Commercial Subdivision of the Twin Cities Division of SMARCA, Inc.

## **ARTICLE XXIII DRUG & ALCOHOL TESTING POLICY**

**Section 1. PREFACE.** Alcohol / substance abuse is recognized as a serious health and safety problem. The desired result is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP). Currently, a program is available under the terms of the Benefit (Health) Fund. 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:

- a. Pre-employment screening.
- b. Optional Pre-employment testing.
- c. Probable cause testing.
- d. Work opportunity mandated testing.
- e. Post-accident testing.
- f. Random 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 or SMARCA in the case of pre-employment testing shall comply with the testing and notice requirements of Minnesota law (and Wisconsin law where required), 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 (Minnesota), 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 a 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 (Minnesota), whichever are the more stringent.

**Section 3. PRE-EMPLOYMENT SCREENING.** Passing a pre-employment drug test will be required of all persons in conjunction with their first conditional job offer as a pre-apprentice, apprentice (unless already tested as a pre-apprentice) or tradesman. In addition, all journeymen coming to work in the Twin Cities contract area from any other geographic area shall also be required to pass a pre-employment drug test in conjunction with their first conditional job offer in this area. This testing will be administered by SMARCA through a qualified service provider and paid for by the Local Industry Fund. The other testing conducted under this Agreement (optional pre-employment testing, probable cause testing, work opportunity mandated testing, post-accident testing and random testing) will be determined on a company by company basis, with each company being able to choose to do some, all or none of these tests. The companies may either administer their part of the testing program themselves through a qualified service provider such as TEAM or contract it to SMARCA, who will also use a qualified service provider such as TEAM. The cost of this will be paid for by each Employer. Each Employer shall also furnish the Union with its specific Drug and Alcohol Testing Program prior to its effective date and also notify the Union of any change(s) in that policy before such change(s) would be effective. The policy adopted may not require any other testing than that included herein.

**Section 4. OPTIONAL PRE-EMPLOYMENT TESTING.** Each Employer has the option to require passing a pre-employment test for all other new employees in conjunction with the company's conditional job offer. Former employees laid off 45 or more calendar days will be considered new employees for this testing.

**Section 5. PROBABLE CAUSE.** Substance testing may be implemented when there is "probable cause." Probable Cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace, that 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.

**Section 6. 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 7. POST-ACCIDENT TESTING.** Each Employer may require all employees to be tested for the presence of drugs or alcohol if the employee sustains a personal injury, as that term is defined in Minn. Stat. §176.011, Subd. 16, or has caused another employee to sustain a personal injury or has caused a work-related accident or was operating or helping to operate power tools, machinery, equipment, or vehicles involved in a work-related accident.

**Section 8. RANDOM TESTING.** Under Minn. Stat. §181.950, Subd. 13, Safety Sensitive Position means a job, including any supervisor or management position, in which an impairment caused by drug and alcohol usage would threaten the health or safety of any person. By nature of our work, all work performed by employees under this Agreement is safety sensitive within the meaning of Minn. Stat. §176.011, Subd. 16 and thus, all employees are subject to random testing. Each Employer may conduct random testing on a total number of employees not to exceed twenty percent (20%) each year. Employers may participate in multi-employer random selection pools provided the random selection does not exceed twenty percent (20%) per year of the number of people in the pool. Random testing under this Agreement may be done on an Employer by Employer basis. Those Employers who decide to implement random testing may only random test the following sheet metal workers:

- (a) All sheet metal workers performing architectural sheet metal work, both in the field and in the shop;
- (b) All sheet metal workers driving company vehicles regardless of whether a commercial driving license (CDL) is required to operate that vehicle.

**Section 9. PROVISIO.**

(A) Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this Policy Statement.

(B) Each company signatory to this Agreement shall supply the Union with a copy of its Drug and Alcohol Testing Policy prior to its implementation.

(C) Any contractor planning to implement random testing or otherwise change its existing Drug and Alcohol Testing Policy or add a new Drug and Alcohol Testing Policy must notify the Union and provide a copy of its new Drug and Alcohol Testing Policy at least 30 days in advance of the effective date of said Policy.

**Section 10. PROGRAM EXPENSES.** One hundred percent (100%) of the cost of administering this Program shall be paid by the Employer and/or Industry Fund.

**ARTICLE XXIV  
SEVERABILITY CLAUSE**

Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

**ARTICLE XXV  
EFFECTIVE DATES & SIGNATURES**

This Agreement shall become effective on the 1<sup>st</sup> day of May, 2021, and shall remain in full force and effect until the 30th day of April, 2024, and shall continue in force from year to year thereafter, unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.


It is mutually agreed that SMARCA will produce the first draft of a new contract document within thirty (30) days of agreement. The Union will provide a response within ten (10) days of receiving the draft. Thereafter, the exchange between both parties will continue on the ten (10) day cycle until final approval is reached. The Labor Management Committee is responsible for printing costs.

This Agreement is the entire Agreement between the parties.


IN WITNESS WHEREOF, the parties hereto affix their signatures this 1<sup>st</sup> day of May, 2021.

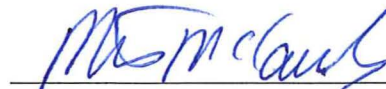
**EMPLOYER REPRESENTATIVES:**

**UNION REPRESENTATIVES:**

  
\_\_\_\_\_  
John W. Quarnstrom  
Chief Executive Officer  
SMARCA, Inc.

  
\_\_\_\_\_  
Matt Fairbanks  
President & Business Manager  
SMART, Local No. 10

  
\_\_\_\_\_  
Blake Parsons  
Director of Labor Relations  
SMARCA, Inc.

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

I hereby agree to abide by the Labor Agreement negotiated between the International Association of Sheet Metal, Air, Rail and Transportation Local 10 and Metro Division of SMARCA Inc. Effective May 1, 2021 – April 30, 2024

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Officer Signature / Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print name / title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## LETTER OF UNDERSTANDING

By and Between:

SMART Union Local #10

And

The Commercial and Specialty Subdivision of the Twin Cities Division of SMARCA, Inc.

In conjunction with bargaining over a new Labor Agreement, the above referenced parties have agreed to enter into this Letter of Understanding.

### **Favored Nations Agreement:**

In the event the Union negotiates and agrees to terms and conditions of employment with any employer or group or association of employers that differ from the terms provided in the current Commercial and Specialty HVAC Labor Agreement between SMARCA and the Union, the Union shall notify SMARCA within ten (10) days of making such an agreement and SMARCA shall have thirty (30) days in which to accept the terms of that new agreement completely and in full, or SMARCA shall continue with the current agreement as specified therein.

The Union shall retain the right to continue its efforts to organize the unorganized. It is recognized that any newly organized contractor may be granted special terms and/or conditions that allow that contractor to complete all projects bid prior to the signing of an agreement with the Union without interference. It is further recognized that the Union, in concert with the employer, shall determine into which classification and rate of pay each existing employee will be placed.

### **Minnesota Fair Contracting Foundation Contributions:**

All Employers covered by this Agreement shall contribute the amount per hour specified Article VII Section 1 and the applicable wage rate sheet to the Fair Contracting Foundation of Minnesota Trust Fund for each hour worked. The FCF shall function in accordance with a Trust Fund established solely and exclusively for the FCF by a separate Agreement and Declaration of Trust for the Fair Contracting Foundation of Minnesota, and amendments thereto, and any of its governing documents. The terms of the FCF Agreement and Declaration of Trust and all other governing documents are fully incorporated herein by reference. In the event participation in the FCF is terminated the total wage package will be reduced by one cent (\$.01) and the other one cent (\$.01) may be allocated as the Union chooses.


The effective dates of this Letter of Agreement will not extend beyond the expiration date of the new contract but may be renewed upon mutual agreement between SMARCA and the Union.


Dated: May 1, 2021

Dated: May 1, 2021

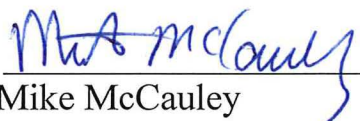
EMPLOYER REPRESENTATIVES:

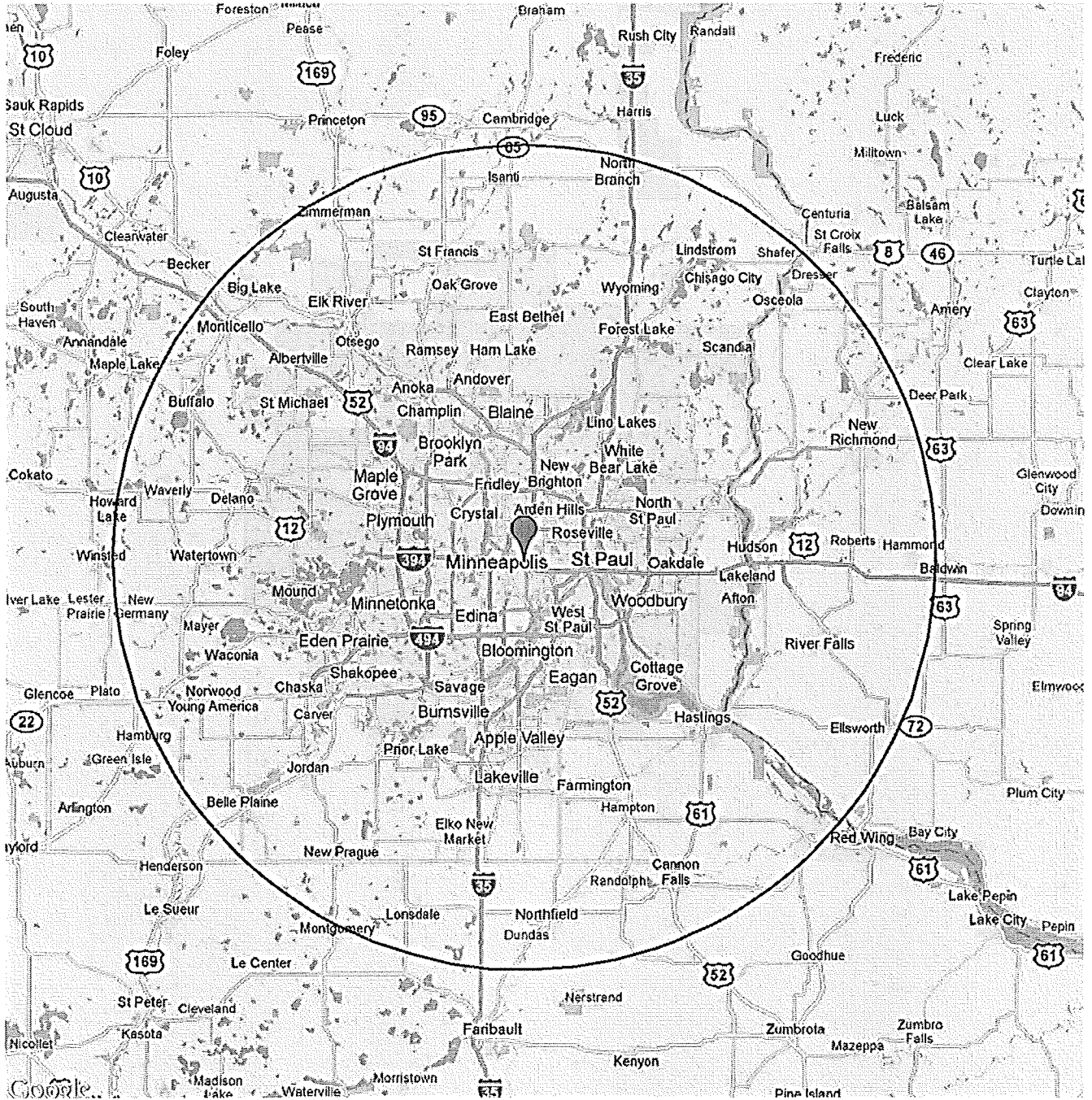
UNION REPRESENTATIVES:

By:   
John W. Quarnstrom  
Chief Executive Officer

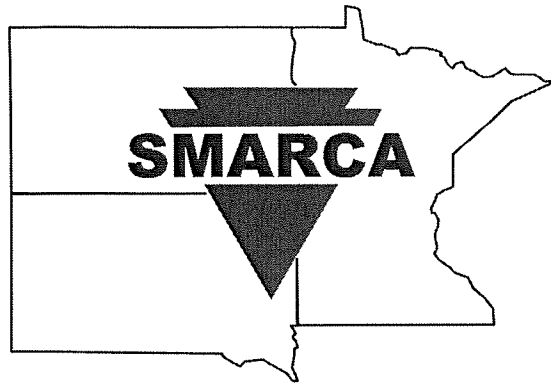
By:   
Matt Fairbanks  
Business Manager/President

By:   
Blake Parsons  
Director of Labor Relations

By:   
Mike McCauley  
Financial Secretary/Treasurer

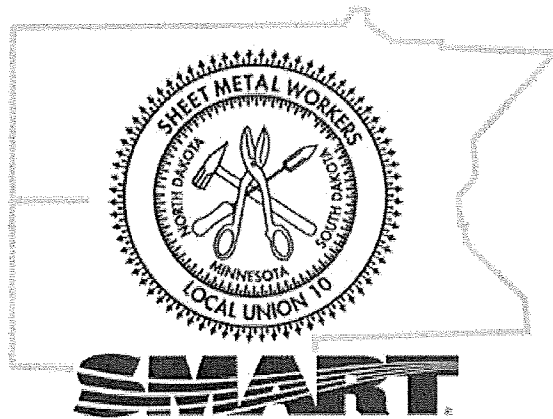


**FREE ZONE.** The free travel zone shall be within a forty (40) mile radius of University Avenue and Emerald Street.



**Sheet Metal, Air Conditioning &  
Roofing Contractors Association**

**SMARCA, Inc.  
1405 Lilac Drive N. #100  
Minneapolis, MN 55422  
(763) 593-0941**



**SMART Local No. 10  
1681 East Cope Avenue  
St. Paul, MN 55109  
(651) 770-2388**