

**STANDARD FORM OF UNION AGREEMENT**

**and**

**ADDENDUM TO STANDARD FORM OF UNION AGREEMENT**

**between**

**SHEET METAL AIR CONDITIONING CONTRACTORS'  
NATIONAL ASSOCIATION-ST. LOUIS CHAPTER**

**and**

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,  
RAIL AND TRANSPORTATION WORKERS, LOCAL UNION  
NO. 36, AFL-CIO**

**AUGUST 1, 2022, THROUGH JULY 31, 2028**



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**Standard Form of Union Agreement language is in bold type.**

Addendum to Standard Form of Union Agreement language is in regular type.

1 **STANDARD FORM OF UNION AGREEMENT**

2  
3 **and**

4  
5 **ADDENDUM TO STANDARD FORM OF UNION AGREEMENT**

6  
7 **SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING**  
8 **CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**  
9

10 Agreement entered into August 1, 2022, through July 31, 2028, by and between Sheet Metal and  
11 Air Conditioning Contractors National Association, St. Louis Chapter ("SMACNA St. Louis") on  
12 behalf of itself and the employers and contractors who have delegated their bargaining rights to  
13 SMACNA St. Louis) under SFUA Article XIV, Section or otherwise agreed to be bound to the terms  
14 of this SFUA ("Employer" or "Contractor") and International Association of Sheet Metal, Air, Rail and  
15 Transportation Workers, Local Union No. 36, AFL-CIO ("Union")  
16  
17

18 **ARTICLE I**

19  
20 **SECTION 1. This agreement covers the rates of pay and conditions of employment of all**  
21 **Employees of the Employer engaged in but not limited to the (a) manufacture, fabrication,**  
22 **assembling, handling, erection, installation, dismantling, conditioning, adjustment,**  
23 **alteration, repairing and servicing of all ferrous or nonferrous metal work and all**  
24 **other materials use in lieu thereof and of all HVAC systems, air-veyor systems, exhaust**  
25 **systems and air-handling systems regardless of material used including the setting of all**  
26 **equipment and all reinforcements in connection therewith; (b) all lagging over insulation**  
27 **and all duct lining; (c) testing and balancing of all air-handling equipment and duct work;**  
28 **(d) the preparation of all shop and field sketches whether manually drawn or computer**  
29 **assisted used in fabrication and erection, including those taken from original**  
30 **architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other**  
31 **work included in the jurisdictional claims of International Association of Sheet Metal, Air,**  
32 **Rail and Transportation Workers.**  
33

- 34 a. The Employer recognizes the right of the Union to reserve or protect work traditionally  
35 and customarily performed by members of the Union. The Employer agrees that it will  
36 assign the following work to members of the Union. However, on a particular job the  
37 work may be assigned elsewhere provided the Union has been notified in advance of  
38 such potential assignment and has agreed in writing that the Employer can assign the  
39 work elsewhere for that job; the manufacture, fabrication, assembling, handling, erection,  
40 hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, testing  
41 and maintenance of all sheet metal work; all working drawings or sketches (including  
42 those taken from original architectural and engineering drawings and sketches) used in  
43 fabrication and erection, said jurisdiction to include all flat, formed in brake or press,  
44 corrugated or ribbed sheets and all rolled, drawn, pressed, extruded, stamped or spun  
45 tubing, shapes and forms of plain or protected steel, iron, tin, copper, brass, bronze,  
46 aluminum, zinc, lead, german silver, monel metal, stainless and chrome steel, and any  
47 and all other alloy metals; together with all necessary or specified reinforcements,  
48 brackets, hangers, straps, plates, tees, angles, channels, furrings, supports, anchors,  
49 rods, chains, clips, frames, ornaments, trimmings, grilles, registers, castings, hardware  
50 and equipment, mechanical or otherwise, regardless of gauge, weight, or material when  
51 necessary or specified for use in direct connection with or incidental to the  
52 manufacture, fabrication, assembling, alteration, repairing, dismantling, reconditioning,  
53 testing and maintenance of all sheet metal work; said jurisdiction to also include the

54 fastening of any and all materials and equipment specified in the jurisdictional claim,  
55 whether same be applied to wood, steel, stone, brick, concrete or other types of  
56 structure, base or materials, with full jurisdiction over the making of all connections,  
57 attachment, seams, and joints whether nailed, screwed, bolted, riveted, cemented,  
58 poured, wiped, soldered, brazed, welded or otherwise fastened and attached, and all  
59 drilling and tapping in connection with or incidental thereto.  
60

61 Any and all types of sheet metal foundation forms, wall forms; column forms, casings,  
62 mouldings, plain or corrugated domes, slab forms, flat, ribbed or corrugated sheet forms  
63 used in connection with concrete or cement construction, including sheet metal inserts to  
64 provide specified openings, also permanent column guards.  
65

66 Any and all types of sheets, flat, formed in brake, corrugated or reinforced; and all rolled,  
67 drawn, pressed, extruded, stamped or spun sheets, shapes and forms of plain or  
68 protected metal specified for use in connection with or incidental to roofing, decking,  
69 flooring, siding, water proofing, weather proofing, fire proofing, for base and support of  
70 other materials, or for ornamental or other purposes.  
71

72 Any and all types of formed, rolled, drawn, stamped or pressed sheet metal shingles,  
73 sheet metal tile, sheet metal brick, sheet metal stone and sheet metal lumber, when  
74 specified for use as roofing, siding, water proofing, weather proofing, fire proofing or for  
75 ornamental or any other purpose.  
76

77 Any and all sheet metal work specified for use in connection with or incidental to metal  
78 standing seamed roofs, metal seamed roofs, sheet metal shingled roofs, and all other  
79 sheet metal roofs. Sheet lead, copper or any other sheet metal used for roofs. This  
80 includes all sheet metal roof systems complete, including trim, closures, and  
81 accessories.  
82

83 Any and all sheet metal work specified for use in connection with or incidental to  
84 steeples, domes, minarets, lookouts, dormers, louvers, ridges, copings, roofing, decking,  
85 hips, valleys, gutters, outlets, roof flanges, flashings, gravel stops, leader heads,  
86 downspouts, mansards, balustrades, skylights, cornice moulding, columns, capitals,  
87 panels, pilasters, mullions, spandrils and any and all other shapes, forms, and design of  
88 sheet metal work specified for use for water proofing, weather proofing, fire proofing,  
89 ornamental, decorative or display purposes, or as trim on exterior of the building, and  
90 walls used as grounding plane or radio wave protection; Sheet lead, copper or any  
91 other sheet metal used for floors; radio wave protection, x-ray or soundproofing including  
92 for security purposes.  
93

94 Any and all types of sheet metal buildings including hangars, garages, service stations,  
95 commercial or storage buildings of permanent or portable design, whether  
96 manufactured, fabricated, or erected to meet specific requirements or whether  
97 constructed of standard patented units of flat, formed in brake, corrugated, rolled, drawn,  
98 or stamped sheets, shapes and forms of plain, protected or ornamental design.  
99

100 Any and all sheet metal work used in connection with or incidental to the equipment and  
101 operation of grain elevators, mills, factories, warehouses, manufacturing plants and  
102 commercial buildings, including elevator legs and enclosures for same, pipes and  
103 fittings, dampers, machine guards, cyclones, fans, blowers, dust collecting systems, any  
104 and all types of blow pipe systems, ovens and driers and fume exhaust systems  
105 including all air washers or scrubbers or any other type of environmental filtration  
106 system, heating, ventilation and air conditioning, and all other types of sheet metal work

107 and equipment, mechanical or otherwise, in connection with or incidental to the  
108 operation thereof.

109

110 Any and all types of sheet metal ceilings with cornices and mouldings of plain,  
111 ornamental, enameled, glazed, or acoustic type; and any and all types of side  
112 walls, wainscoting of plain, ornamental, enameled, or glazed types, including sheet  
113 metal tile; and the application of all necessary wood or metal furring, plastic or other  
114 materials, to which they are directly applied.

115

116 Any and all types of sheet metal work specified for use in connection with or incidental to  
117 direct, indirect or other types of heating, ventilating, air conditioning and cooling systems;  
118 including risers, stacks, ducts, S strips, fittings, dampers, casings, recess boxes, outlets,  
119 radiator enclosures, exhausts, ventilators, frames, grilles, louvers, registers, cabinets,  
120 fans and motors; air washers, filters, air brushes, housings, air conditioning chambers,  
121 all setting and handling of air conditioning units, including raised floor computer room  
122 units regardless if duct connected or not, unit heaters or air-veyor systems and air-  
123 handling systems regardless of material used including all equipment and/or  
124 reinforcements in connection therewith; testing and balancing of all air-handling  
125 equipment, mechanical or otherwise, in connection with or incidental to the proper  
126 installation and operation of said systems, and all duct connections to and from same  
127 including any and all steel supports.

128

129 Any and all types of warm air furnaces, including assembling and setting up of all cast  
130 iron parts, all stoker, gas and oil burner equipment used in connection with warm air  
131 heating, all sheet metal hoods, casings, wall stacks, smoke pipes, trunk lines, cold air  
132 intake, combustion air, air chambers, vent pipes, frames, registers, dampers and  
133 regulation devices, residential ground source heating systems.

134

135 Anything after the system enters the building and all other sheet metal work and  
136 equipment, mechanical or otherwise, in connection with or incidental to the proper  
137 installation and operation of same, all other types of heating systems including "CO-  
138 RAY-VAC" and like radiation systems. Understanding is that Sheet Metal workers will  
139 install at least half of hangers, shields, and the vent and flue.

140

141 Any and all types of sheet metal smoke pipe, elbows, fittings and breeching for boilers,  
142 heaters and furnaces. Any and all sheet metal lagging and jackets on engines.

143

144 Any and all sheet metal drip pans, exhaust pipes, heads, safety flues, and other  
145 appliances in connection with or incidental to boilers, heaters, furnaces, engines,  
146 machinery, etc.

147

148 Any and all sheet metal work in connection with or incidental to the equipment and  
149 operation of kitchens in hotels, restaurants, hospitals, lunch rooms, drug stores, banks,  
150 dining cars, public and semi-public buildings, including ranges, canopies, steam tables,  
151 work tables, dishwashers, coffee urns, soda fountains, warming closets, sinks,  
152 drainboards, garbage chutes, and incinerators, walk-in coolers and environmental  
153 rooms, and clean rooms including any type of sheet metal acoustical panels,  
154 refrigerators and all other sheet metal work including welding and polishing in connection  
155 with kitchen equipment or refrigeration plants.

156

157 Any and all types of sheet metal work in connection with or incidental to laundry  
158 equipment and machinery, washer, clothes dryers and laundry chutes.

159



160 Any and all types of sheets, tubing, pipes, and fittings, used in connection with or  
161 incidental to coppersmithing work, regardless of gauge or material. The manufacture,  
162 fabrication, assembling, erection, maintenance, repair and dismantling of all said  
163 coppersmithing work, including the bending of tubes, pipes and coils and all pipe fitting  
164 in connection with or incidental thereto, and the testing of equipment when installed to  
165 insure proper operation.

166  
167 Any and all types of tire and rug racks, fume hoods, metal toilet partitions, metal lockers,  
168 plain metal shelving including any and all steel supports.

169  
170 Any and all welding in connection with the work specified in this ARTICLE.  
171 All items of work previously described in which plastics or other materials are used in  
172 lieu of sheet metal.

173  
174 The aforementioned list is not to be construed as being the complete list of work  
175 traditionally and customarily performed by members of the Union, but only as  
176 examples of work which is traditionally and customarily performed and concerning  
177 which there may have been a question raised over the years.

178  
179 SECTION 2. It is further understood that Employees covered by this agreement shall cut all  
180 openings through walls, floors, ceilings, and roofs that are to receive sheet metal work of all  
181 description, provided that these openings do not interfere with the structural capacity of any part  
182 of the building or where structural lintels are specified. When special leased or subcontracted  
183 hole cutting equipment is used, at least one Employee covered by this agreement shall be  
184 assigned to assist in the operation of such equipment. *"This Employee must be in a productive  
185 capacity and not on standby duty."* This does not apply to new buildings under construction  
186 where common practice provides that openings be left for sheet metal work by General  
187 Contractor as construction progresses.

188  
189 SECTION 3. It is further understood that Employees covered by this agreement shall do all work  
190 of balancing and adjusting of all equipment and be responsible for the start-up and operation of  
191 all fans in connection with air-handling systems. Run shall continue until acceptance of system  
192 by owner or architect in writing to the Employer, a copy of which shall be furnished to the Union.  
193 This applies to job built-up sheet metal, masonry, concrete, etc., housing systems only.

194  
195 SECTION 4. The Employer agrees to work with the Union and SMACNA-St. Louis to obtain all  
196 of the work that comes within the jurisdiction of the International Association of Sheet Metal, Air,  
197 Rail and Transportation Workers. The Union will endeavor to preserve the work traditionally and  
198 customarily performed by the members of the Union. Should other crafts or labor forces perform  
199 such work, and the Union is unsuccessful in preventing this action, the Union will notify  
200 SMACNA-St. Louis.

- 201  
202 a. The Contractors agree to advise the Union, whenever possible, when bidding any job  
203 which excludes any work specified in ARTICLE I, SECTIONS 1 and 1.a.  
204  
205 b. When bidding, the Employer will include all materials specified in ARTICLE I and said  
206 heating and air conditioning equipment falling within the jurisdictional rights of the Union.  
207  
208 c. When the Employer is the successful bidding Contractor for such work (as defined in  
209 ARTICLE I, SECTION 1 and 1.a.), they will furnish all materials and equipment and  
210 install same with Employees in the bargaining unit here involved.  
211  
212 d. It is further agreed that any and all material including angles, rods, tee bars, etc., shall  
213 be purchased in stock sizes or sizes requiring at least one cut. When the Union and

- 214 SMACNA-St. Louis agree that a material shortage exists, or extenuating circumstances,  
215 exceptions can be made provided notice is given to the Union by the Employer.  
216  
217 e. The Employer agrees to and will respect the work jurisdictional rules of the Union as  
218 outlined in this ARTICLE and shall not direct or require Employer's Employees or other  
219 persons, other than Employees covered in the bargaining unit here involved, to perform  
220 work which is recognized as the work of the Employees in said unit.  
221  
222 i. If a Contractor is signatory to a labor agreement with more than one union and a  
223 jurisdictional dispute arises between the crafts the Contractor employs, every attempt  
224 will be made to resolve said dispute including but not limited to any local or national  
225 Jurisdictional Disputes Board which may exist.  
226  
227 ii. The Contractors and the Union agree to abide by any decisions made by any  
228 local or national Jurisdictional Disputes Board.  
229  
230 f. It is mutually agreed that local working agreements between the Union and other Local  
231 Unions will apply with the knowledge and consent of the Union.  
232  
233 g. The authorized representatives of the Union shall have access to jobs and shops where  
234 Employees covered by this Agreement are employed.  
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237

## 238 ARTICLE II

239  
240 **SECTION 1. No Employer shall subcontract or assign any of the work described**  
241 **herein which is to be performed at a jobsite to any Contractor, subcontractor, or other**  
242 **person or party, who fails to agree in writing to comply with the conditions of**  
243 **employment contained herein including, without limitations, those relating to union**  
244 **security, rates of pay and working conditions, hiring and other matters covered hereby**  
245 **for the duration of the project.**  
246

247 **SECTION 2. Subject to other applicable provisions of this Agreement, the Employer**  
248 **agrees that** on subcontracting of fabrication of a sheet metal product, regardless of application,  
249 said work must be subcontracted to Employers who pay equal to or better than wages and  
250 fringes established by SMART Local Union No. 36.  
251

252 SECTION 3. INTEGRITY CLAUSE: A "non-compliance Employer" for purposes of this  
253 Agreement is an Employer that itself, or through a person or persons subject to an owner's  
254 control, has ownership interests (other than a non-controlling interest in a corporation whose  
255 stock is publicly traded) in any business entity that engages in work within the scope of  
256 ARTICLE I hereinabove, using Employees whose wage package, hours and working conditions  
257 are inferior to those prescribed in this Agreement or, if such business entity is located or  
258 operating in another area, inferior to those prescribed in the agreement of the sister Local Union  
259 affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers,  
260 AFL- CIO, in that area.  
261

- 262 a. An Employer is also a "Non-Compliance Employer" when it is owned by another  
263 business entity as its direct subsidiary or as a subsidiary of any other subsidiary within  
264 the corporate structure thereof through a parent subsidiary and/or holding company  
265 relationship, and any other business entity with such corporate structure is engaging in  
266 work within the scope of ARTICLE I hereinabove, using Employees whose package,  
267 hours and working conditions are inferior to those prescribed in the agreement of the

268 sister Local Union affiliated with International Association of Sheet Metal, Air, Rail and  
269 Transportation Workers, AFL-CIO, in that area.

270  
271 b. Any Employer who signs this Agreement or is covered thereby by virtue of being a  
272 member of a multi-Employer bargaining unit expressly represents to the Union that it is  
273 not a “non-compliance Employer” as such term is defined in SECTION 1 hereinabove  
274 and, further, agrees to advise the Union promptly if at any time during the life of the  
275 Agreement said Employer changes its mode of operation and becomes a “non-  
276 compliance Employer”. Failure to give timely notice of being or becoming a “non-  
277 compliance Employer” shall be viewed as fraudulent conduct on the part of such  
278 Employer. After providing notification as described above, the Employer shall not be  
279 liable for any liquidated damages as provided in this Article.

280  
281 c. In the event any Employer signatory to or bound by this Agreement shall be guilty of  
282 fraudulent conduct as defined above, such Employer shall be liable to the Union for  
283 liquidated damages at the rate of \$1,000 per calendar day from the date of failure to  
284 notify the Union until the date on which the Employer gives notice to the Union. The  
285 claim for liquidated damages shall be processed as a grievance in accordance with, and  
286 within the time limits prescribed by, the provisions of ARTICLE X.

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289

### ARTICLE III

290  
291

292 **SECTION 1. The Employer agrees that none but Journeyperson, Apprentice, and/or**  
293 **Residential/Light Commercial Specialist sheet metal workers shall be employed on any work**  
294 **described in ARTICLE I, and further, for the purpose of proving jurisdiction, agrees to**  
295 **provide the Union with written evidence of assignment on the Employer’s letterhead for**  
296 **certain specified items of work to be performed at a jobsite prior to commencement of**  
297 **work at the site. List of such specific items, which may be revised from time to time, as**  
298 **agreed to by and between SMACNA-St. Louis and Union, shall be provided to the Employer.**  
299 The Employer may use “Add-On and Replacement” Employees under the Service and  
300 Replacement Addendum to install condensing units and run soft copper lines.

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303

### ARTICLE IV

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305

306 **SECTION 1. The Union agrees to furnish upon request by the Employer, duly qualified**  
307 **Journeypersons, Apprentices** (subject to the provisions of ARTICLE XI, SECTION 4.), **and**  
308 **Residential/Light Commercial Specialist sheet metal workers in sufficient numbers as may**  
309 **be necessary to properly execute work contracted for by the Employer in the manner and**  
310 **under the conditions specified in this Agreement.**

311

312 a. It is mutually agreed among the parties hereto that the following condition shall govern  
313 referrals of applicants for employment for all positions within the scope of the  
314 Agreement.

315

316 b. In the interest of maintaining an efficient system of production in the industry, providing  
317 for an orderly procedure of referral of applicants for employment, preserving the  
318 legitimate interests of the Employees in their employment status within the area and  
319 eliminating discrimination in employment because of membership or non-membership

320 in the Union, the parties hereto agree to the following system of referral of applicants for  
321 employment.  
322

- 323 i. The Union shall be the primary source of referrals of applicants for employment.
- 324
- 325 ii. The Contractor shall have the right to reject any applicant for employment.
- 326

327 c. The Union shall refer applicants for employment established on the basis of the Groups  
328 listed below. Each applicant for employment shall be registered in the highest priority  
329 Group for which they are qualified. Out of Work lists shall be available for inspection by  
330 the employer and the applicant between the hours of 8 a.m. and 4:30 p.m. each day,  
331 Monday through Friday; and is available for members to view online. A copy of the list  
332 sorted by names and skills and any other necessary information shall be furnished upon  
333 request to the Negotiating Committee.  
334

- 335 i. GROUP I. All applicants for employment who have four or more years' experience  
336 in the sheet metal construction industry, are residents of the geographical area  
337 constituting the normal construction labor market, have passed both written and  
338 shop Journeyperson's examinations given by a duly constituted Local Union of the  
339 International Association of Sheet Metal, Air, Rail and Transportation Workers  
340 and/or the Joint Committee hereinafter described, and have been employed for a  
341 period of at least one year in the last four years under a collective bargaining  
342 agreement between the parties to this contract.  
343
- 344 ii. GROUP II. All applicants for employment who have four or more years of experience  
345 in the sheet metal construction industry, and who have passed both written and shop  
346 Journeyperson's examinations given by a duly constituted Local Union of the  
347 International Association of Sheet Metal, Air, Rail and Transportation Workers  
348 and/or the Joint Committee hereinafter described.  
349
- 350 iii. GROUP III. All applicants for employment who have worked in the sheet metal  
351 construction industry for more than one year.  
352
- 353 iv. GROUP IV. In the event the registration list is exhausted, registered applicants on  
354 the Apprentice training list, High School graduates or college students ("Summer  
355 Help") shall be referred for employment during the period of May 1<sup>st</sup> through  
356 September 30<sup>th</sup>. Summer Help shall be considered Residential/Light Commercial  
357 Specialists.  
358
- 359 v. Temporary Employees. If the registration list is exhausted and the Union is unable to  
360 refer applicants for employment to the Employer within forty-eight (48) hours from the  
361 time of receiving the Employer's request, Saturdays, Sundays and Holidays  
362 excepted, the Employer shall be free to secure applicants without using the referral  
363 procedure, but such applicants, prior to being hired, shall be referred to the said  
364 Joint Committee for testing to determine their qualifications, and applicants shall  
365 have the status of "Temporary Employees". The Contractor shall notify the  
366 Business Representative promptly of the names and Social Security numbers of  
367 such Temporary Employees and shall replace such Temporary Employees as soon  
368 as registered applicants for employment are available under the referral procedure.  
369

370 d. DEFINITIONS:

- 371
- 372 i. "NORMAL CONSTRUCTION LABOR MARKET" Normal Construction Labor Market  
373 is defined to mean the geographical area as set forth in ARTICLE VII,

374 SECTION 1(C) of this Agreement. The above geographical area is agreed upon by  
375 the parties to include the areas defined by the Secretary of Labor to be the  
376 appropriate wage areas under the Davis-Bacon Act to which this Agreement applies,  
377 plus the commuting distance adjacent thereto, which includes the area from which  
378 the normal labor supply is secured.  
379

380 ii. "RESIDENT" Resident is defined as a person who has maintained their permanent  
381 home in the above defined geographical area for a period of not less than one year.  
382

383 iii. "LOCAL LABOR POOL" The Local Labor Pool is defined as members residing in the  
384 county where the job is located or any adjoining county.  
385

386 iv. "EXAMINATIONS" which have been given prior to the date of this Agreement shall  
387 include experience rating tests. Examinations given from and after the date of this  
388 Agreement, such examination shall include only written and/or practical  
389 examinations given by the Joint Committee, or any other duly constituted Local  
390 Union of the International Association of Sheet Metal, Air, Rail and Transportation  
391 Workers. Reasonable intervals of time for examinations are specified as one (1)  
392 exam every three months. An applicant shall be eligible for examination if they have  
393 four years' experience at the sheet metal construction trade. An applicant who has  
394 failed the examinations shall be permitted to apply and take the first regularly given  
395 examination six months after the date of the examination they have failed. The  
396 Joint Committee for examinations shall be the existing Joint Apprenticeship  
397 Committee.  
398

399 e. The Union shall maintain an "Out of Work List", which shall list the applicants within  
400 each Group in chronological order of the dates they register their availability for  
401 employment.  
402

403 f. The Employer shall advise the Business Representative of the Local Union of the  
404 number of applicants needed. The Business Representative shall refer applicants to the  
405 Employer by first referring applicants in Group I in the order of their place on the Out of  
406 Work List and then referring applicants in the same manner successively from the Out of  
407 Work List in Group II, then Group III, then Group IV.  
408

409 i. However, the Employer may recall a former Employee from the list in Group I as long  
410 as the Employee is on the Out of Work List and has not worked for a new  
411 Employer more than eighty (80) hours.  
412

413 ii. A Foreman, General Foreman, or Superintendent who has had more than six (6)  
414 consecutive months of service with the Employer may be recalled within a period of  
415 one (1) year with the Employee's consent. A Journeyman who has had more than  
416 six (6) consecutive months of service with the Employer may be recalled within a  
417 period of six (6) months with the Employee's consent.  
418

419 iii. Any applicant who is rejected by their Employer shall be returned to their appropriate  
420 place within their Group and shall be referred to other employment in  
421 accordance with the position of their Group and their place within the Group.  
422

423 iv. If the Employer rejects an applicant, Employer shall immediately notify the  
424 Union office by phone and confirm in writing (Email is acceptable) within forty-eight  
425 (48) hours.  
426

427 g. The only exceptions to the order of referral described above are either of the following:

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- i. When the employer states valid requirements for special skills and abilities in their request for applicants, the Union shall refer the first applicant on the register possessing such skills and abilities. Any abuse by a member or Employer of the qualification procedure or any other violation of the referral system can be referred to the Negotiating Committee.
- ii. A copy of the referral procedure set forth herein shall be posted at the offices of the Local 36 Hiring Hall.
- h. As a condition of job referrals and continued employment, all hiring hall applicants and all Employees working under the terms of this agreement must comply with the St. Louis Construction Industry Substance Abuse Consortium Program as defined in ARTICLE XII, SECTION 2 of this Agreement.
- i. As a condition of job referrals and continued employment, all hiring hall applicants and all Employees working under the terms of this Agreement must submit written proof to Local 36 and their Employer of their successful completion of the Thirty (30) hour OSHA Construction Outreach Training Program.
  - i. All Employees are required to keep current with any OSHA30 training requirements as defined in ARTICLE XII, SECTION 1.
- j. All Journeypersons will be required to have a current Sheet Metal Journeyman Mechanical License from St. Louis County, and/or equivalent Sheet Metal Journeyman Mechanical License, and a copy of both on file with the Union. An individual without a Sheet Metal Journeyman Mechanical License from St. Louis County, and/or equivalent Sheet Metal Journeyman Mechanical License will remain in their specific Group but will be dispatched to work after all individuals with a Sheet Metal Journeyman Mechanical License from St. Louis County, and/or equivalent Sheet Metal Journeyman Mechanical License have been dispatched to work. This includes Groups I, II, and III.
  - i. Union will reimburse any member for the cost of renewing their Sheet Metal Journeyman Mechanical License from St. Louis County, and/or equivalent Sheet Metal Journeyman Mechanical License. After a member renews their Mechanical License(s), they must submit a copy of the new Mechanical License(s) to the Financial Secretary to be reimbursed.
- k. When reporting to work, an Employee will be required to provide the following:
  - Current Driver's License or State Photo I.D.
  - Social Security card or Equivalent
  - County Mechanical License or Equivalent
  - City Mechanical License (where applicable)
- l. When terminating or laying off an Employee, the Employer agrees to fill out the online Notice of Termination Form. The information for this slip may be obtained from a supervisor or co-worker of the Employee and be signed by the Employer. Upon completing the online Notice of Termination Form, confirmation of the Notice is automatically emailed to the Employer, the Union and SMACNA-St. Louis. The Employer shall then give one printed copy of the Notice of Termination Form to the terminated/laid off Employee with their lay-off check. If the Employer fails to provide the Notice of Termination printed copy to the Employee as required, Employer will owe the

481 terminated/laid off Employee two (2) additional hours of regular pay on the next regularly  
482 scheduled payroll.

483

484 m. Personal Devices.

485

486 i. Usage of Personal Electronic Devices, including but not limited to cell phones, smart  
487 phones, tablets, or laptops shall be limited to breaks and lunch time.

488

489 ii. Employees required to have cell phones, smart phones, tablets, or laptops in order to  
490 perform their job shall have such items furnished by the Employer.

491

492 iii. If the Employer and Employee feel it is better for both parties to agree for the  
493 Employer to pay a set amount for the Employee to use their personal device(s) for  
494 company business, this will be allowed upon approval of the Business  
495 Representative for that Employer, and this agreement shall be put in writing.

496

497 1. This agreement shall also outline who is responsible for repair/replacement if  
498 said device is damaged or lost.

499

500 2. The agreement shall be signed by both the Employer and Employee, updated  
501 annually, and a copy shall be filed with the Business Representative for that  
502 Employer.

503

504 n. Employers agree to provide an alternative method for submitting time worked if the  
505 Employee does not wish to utilize an app for that purpose.

506

507 o. In the event of a reduction of work force, the Employer has the right to retain those  
508 Employees best qualified in Employer's opinion without recourse by Union or Employee,  
509 by grievance or otherwise. When making reductions in the number of Employees due to  
510 lack of work, Employers shall use the following procedure:

511

512 i. Temporary Employees, if any are employed, shall be laid off first. Then Employees in  
513 Group IV shall be laid off next, if any are employed in this group. Next to be laid off  
514 are Employees in Group III, if any are employed, then those in Group II, and then  
515 those in Group I except those Employees who were referred to employment from  
516 Groups III and IV are exempt from the order of layoff rules during the first 18 months  
517 of their employment under the Standard Form of Agreement or its Addendum.

518

519 ii. Supervisory Employees covered by the terms of this Agreement will be excluded  
520 from layoff as long as they remain in a supervisory capacity and have become a  
521 Group I Journeyman within four (4) years of their starting employment with the  
522 Union. When they are reduced to the status of Journeyman, they will be slotted in  
523 the appropriate group in Paragraph (c) above.

524

525 iii. If any Employees in Group II or III possess skills required for a given job and no  
526 Group I applicants for employment are available with similar skills, said Group II or  
527 III Employees may be retained. In the event of layoff, an Employee in Group I or II,  
528 who is receiving the full Journeyman rate, may not replace an Employee in Group  
529 III, who is being paid below the Journeyman rate in a specialty industry.

530

531 SECTION 2. CODE OF EXCELLENCE: SMART Local 36, SMACNA-St. Louis, and all signatory  
532 contractors support the Code of Excellence Program responsibilities as set forth below. The  
533 future of the union sheet metal industry is dependent upon our ability to establish our added

534 value to our customers. The implementation of the Code of Excellence is the responsibility of  
535 both the sheet metal workers and the contractor.  
536

537 a. Sheet Metal Workers' Responsibilities: Each member of Sheet Metal Workers Local 36  
538 agrees to accept the following responsibilities:  
539

540 i. Working Time: First and foremost, our members shall adhere to our core principle of  
541 productivity, a full day's work for a full day's pay.  
542

543 ii. All members shall adhere to established contractual starting and quitting times and  
544 shall meet their responsibility to their fellow members and employers by arriving to  
545 work on time and ready to work.  
546

547 iii. Break and lunch periods are limited to the time allowed by the contract, or  
548 agreement(s).  
549

550 iv. Members shall meet their responsibility not to leave the jobsite without proper  
551 approval.  
552

553 v. When absent the member shall contact supervision in advance of their established  
554 starting time to confirm such absence.  
555

556 vi. All members shall be productive and efficient, with idle time kept to a minimum.  
557

558 1. Personal cell phone usage shall be limited to appropriate break times or lunch  
559 periods, or emergency use as defined by the Business Manager.  
560

561 2. Members shall meet their contractual responsibility to eliminate work disruptions  
562 on the job.  
563

564 3. All members shall work toward the goal of completion of projects on or under the  
565 allotted time.  
566

567 b. Safety being a primary concern for both our members and contractors, members shall  
568 meet their obligation to perform work safely and effectively, following employer and  
569 industry established rules.  
570

571 i. Members will meet their contractual and personal responsibility to utilize proper  
572 safety equipment and safety methods.  
573

574 ii. Members will participate in OSHA 30 courses as offered by the local union when  
575 required by their collective bargaining agreements.  
576

577 c. Tools: In meeting their responsibility as highly skilled and qualified craftsmen, all  
578 members shall carry the necessary and proper tools as required by the collective  
579 bargaining agreement.  
580

581 i. Members shall meet their responsibility in taking care of the equipment and tools  
582 provided by the employer.  
583

584 d. Fitness for Duty: Members shall meet their responsibility of being fit for duty by accepting  
585 work for which they have the requisite skills and training.  
586



- 587 i. Members shall exhibit and maintain a level of craftsmanship recognized to be within  
588 the industry standard.
- 589
- 590 ii. Members shall meet their responsibility to be fit for duty, with zero tolerance for  
591 substance abuse.
- 592
- 593 iii. As representatives of their local union and the employer, all members will be  
594 professional in appearance.
- 595
- 596 iv. The wearing or display of inappropriate materials shall not be tolerated.
- 597
- 598 v. The Business Manager or their designee and leaders on the job shall work with other  
599 members who have displayed unacceptable work habits so that each member on the  
600 job meets a standard of quality and productivity second to none.
- 601
- 602 e. Contractor Responsibilities: The ultimate responsibility of managing the work and  
603 projects falls within the control of the contractor. Therefore, each signatory contractor  
604 agrees to the following responsibilities:
- 605
- 606 i. To address ineffective supervisors, including Superintendents, General Foremen,  
607 and Foremen.
- 608
- 609 ii. To ensure proper job planning, supervision and layout, to minimize down time.
- 610
- 611 iii. To make available the proper types and quantities of tools, equipment and materials  
612 to ensure job progress.
- 613
- 614 iv. To ensure proper maintenance, care, storage, and security for employer-provided  
615 equipment and tools and Employee- provided tools.
- 616
- 617 v. To demonstrate to the customer the efficiency of our partnership, the employer will  
618 ensure there are adequate numbers of Employees to perform the work efficiently and  
619 conversely, to limit the number of Employees to the work at hand.
- 620
- 621 vi. To provide the necessary jobsite leadership to eliminate problems and provide  
622 effective solutions.
- 623
- 624 vii. To instill in supervisors the necessary positive attitude that the SMART local union,  
625 their members and the employer are working together.
- 626
- 627 viii. To ensure that jobsite leadership takes the necessary ownership of mistakes created  
628 by management decisions.
- 629
- 630 ix. To eliminate unsafe work conditions and ensure that proper safety training,  
631 equipment, and methods are utilized.
- 632
- 633 x. To address concerns brought forth by the Business Manager or their designee.
- 634
- 635 1. If the problem is not resolved at the lowest level of management, the Business  
636 Manager or their designee may choose to address the issue with higher levels of  
637 management.
- 638
- 639 2. If the issue is not resolved, the local union or employer may call for a labor-  
640 management meeting to resolve concerns or issues.

- 641  
642 xi. To treat all Employees with dignity and respect.  
643  
644 xii. To discipline fairly and reasonably.  
645  
646 f. The success of the Code of Excellence is dependent upon the acceptance and  
647 understanding by each member of the scope of their responsibilities as established  
648 within the program. Local 36, as well as the employer, must endeavor to correct  
649 performance problems with individual members at the workplace, so that their  
650 performance meets the standards of the Code of Excellence Program.  
651  
652 i. However, there will be instances where the local union ultimately must withhold  
653 contractual referral privileges from those Employees that have demonstrated that  
654 they are either unwilling, or incapable, of meeting acceptable standards of workplace  
655 behavior.  
656  
657 ii. In such circumstances, employers have a reciprocal obligation to terminate such  
658 Employees for cause, rather than merely laying them off, so that such Employees are  
659 not simply referred for employment with another employer. A disciplinary action shall  
660 be implemented for repeated discharge as described in Paragraph g.  
661  
662 SECTION 3. Appeals Committee: An Appeals Committee is hereby established composed of  
663 one (1) member appointed by Union, one (1) member appointed by SMACNA–St. Louis and one  
664 (1) “Neutral” member agreed upon by both the Union and SMACNA-St. Louis.  
665  
666 a. It shall be the duty of the Appeals Committee to consider any violations of the above  
667 responsibilities as well as to consider the case of any individual discharged as described  
668 below and recommend that the union take the necessary action according to the  
669 Constitution and Ritual of SMART to terminate the Employee’s membership.  
670  
671 i. Repeated Discharge: An Employee who is discharged for cause two times within a  
672 twelve (12) month period shall be referred to the Appeals Committee for a  
673 determination as to the Employee’s continued eligibility for referral. The Appeals  
674 Committee shall, within three (3) business days, review the qualifications of the  
675 Employee and the reasons for the discharge.  
676  
677 b. The Appeals Committee may in their sole discretion:  
678  
679 i. Require the Employee to obtain further training from the JATC before again being  
680 eligible for referral.  
681  
682 ii. Disqualify the Employee for referral for a period of four weeks or longer depending  
683 upon the seriousness of the conduct and/or repetitive nature of the conduct.  
684  
685 iii. Refer the Employee to an Employee Assistance Program for evaluation and  
686 recommended action.  
687  
688 iv. Restore the Employee to their appropriate place on the referral list.  
689  
690 v. Determine whether a warning or continued suspension is necessary. This  
691 determination would be based on the particulars in instances of behavior, attendance  
692 or other punitive matters, including substance abuse.  
693  
694 vi. Terminate the Employee’s Membership.

- 695  
696 c. If the Union Member of the Committee and the Contractor Member of the Committee are  
697 unable to agree on one of the actions described above, then the Neutral Member of the  
698 Committee will have the power to impose any of the above.  
699  
700

701  
702 **ARTICLE V**  
703

704 **SECTION 1.** The Employer agrees to require membership in the Union, as a condition of  
705 continued employment of all Employees performing any of the work specified in  
706 **ARTICLE I** of this Agreement, within eight (8) days following the beginning of such  
707 employment or the effective date of this Agreement, whichever is the later, provided  
708 the Employer has reasonable grounds for believing that membership is available to  
709 such Employees on the same terms and conditions generally applicable to other  
710 members and that membership is not denied or terminated for reasons other than the  
711 failure of the Employee to tender the periodic dues and initiation fee uniformly required  
712 as a condition of acquiring or retaining membership.  
713

714 **SECTION 2.** The Union may request recognition as the exclusive collective bargaining  
715 agent for all Employees employed by the Employer in the classifications and geographic  
716 jurisdiction covered by this Agreement, whether or not they are members of the Union.  
717 In determining whether the union has the support of a majority of the Employer's  
718 Employees, such showing may be based upon either a majority of those employed  
719 at the time such recognition is requested, or a majority of those eligible to vote under  
720 the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days  
721 following the Union's request, the Employer shall review Employees' authorization cards  
722 submitted by the Union in support of its claim to represent and have the support of a  
723 majority of such Employees. If a majority of the Employees has designated the Union as  
724 their exclusive collective bargaining representative, the Employer will recognize the  
725 Union as such majority representative of all Employees in the classifications and  
726 geographic jurisdiction covered by this Agreement. The Employer shall not file or  
727 cause the filing of a petition for election or unfair labor practice charge with the  
728 National Labor Relations Board in connection with any demands for recognition  
729 provided for here. Article X of this Agreement shall be the sole and exclusive means of  
730 resolving any dispute concerning this provision.  
731

732 **SECTION 3.** If during the term of this Agreement, the Labor- Management Relations Act  
733 of 1947 shall be amended by Congress in such a manner as to reduce the time within  
734 which an Employee may be required to acquire union membership, such reduced time  
735 limit shall become immediately effective instead of and without regard to the time limit  
736 specified in **SECTION 1** of this Article.  
737

738 **SECTION 4.** The provisions of this Article shall be deemed to be of no force and effect  
739 in any state, to the extent to which the making or enforcement of such provision is  
740 contrary to law. In any state where the making and enforcement of such provision is  
741 lawful only after compliance with certain conditions precedent, this Article shall be  
742 deemed to take effect as to involved Employees immediately upon compliance with such  
743 conditions.  
744

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

749 **Employer shall remit to the designated financial officers of the International**  
750 **Association of Sheet Metal, Air, Rail and Transportation Workers and the Local Union the**  
751 **amount of deductions made for the prior month, together with a list of Employees and**  
752 **their social security numbers for whom such deductions have been made.**

753  
754 SECTION 6. It is agreed that the Employer who is a party to this Agreement will not discharge  
755 Employees because of legal or reasonable Union activities.

756  
757 SECTION 7. It is agreed that there shall be one Steward, appointed by the Union, in each  
758 shop. It is further agreed that on each job requiring four or more Employees, there shall be a  
759 steward appointed by the Union until substantial completion of sheet metal job or issuance of  
760 "Punch List".

- 761  
762 a. Said Stewards shall not be sent from job to job, or job to shop, or shop to job,  
763 without the consent of the Union.  
764  
765 b. A Steward shall not be temporarily laid off without just cause. A Steward shall not be  
766 permanently laid off or discharged because of their activities on behalf or in furtherance  
767 of their duties as steward.  
768  
769 c. It shall be the Union's responsibility to notify the Contractor involved, in writing, when  
770 Stewards are appointed. Whenever possible Employees appointed shall have been with  
771 the Employer over one year.

772  
773  
774  
775

## ARTICLE VI

776 **SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop**  
777 **or on the job between 6:00 a.m. and 4:30 p.m. and the regular working week shall consist**  
778 **of five (5) consecutive eight (8) hour days' labor in the shop or on the job beginning with**  
779 **Monday and ending with Friday of each week.**

- 780  
781 a. The 6:00 a.m. start time must be agreed upon between the Employee, the Employer,  
782 and the Union. The Regular work week is forty (40) hours OR Five (5) eight-hour (8-hr)  
783 days.  
784  
785 i. As an alternative, the regular workday may consist of ten (10) hours labor in the shop  
786 or job site between 6:00 a.m. and 6:00 p.m. and the regular work week shall consist  
787 of four (4) ten-hour (10hr) days labor in the shop or on the job site, between Monday  
788 and Friday of each week.  
789  
790 1. A minimum of five (5) days continuous work is needed to qualify for 4-10's, or  
791 less if required by the owner.  
792  
793 2. Any work over 10 hours per day, Monday through Friday, shall be paid at Double  
794 (2) time the Employee's regular straight time rate of pay. Monday through Friday  
795 hours will not exceed more than forty (40) straight time hours.  
796  
797 3. Any hours over 40 through 48 will be paid at one and one-half (1-1/2) times the  
798 regular rate, hours above 48 will be at Double (2) time.  
799

- 800 4. Any member asked to work a Saturday or Sunday that has not fulfilled their 40  
801 hours of straight time will receive the same pay as the rest of the crew who has  
802 fulfilled their 40 hours of straight time.  
803
- 804 5. Any work on Saturday up to 48 hours for the week will be paid at one and one-  
805 half (1-1/2) times the regular rate for the regular eight (8) hour day and anything  
806 beyond 48 hours on Saturday will be paid at Double (2) time.  
807
- 808 ii. Employer, Employees, Union, and the end user must be agreeable to this work  
809 schedule.  
810
- 811 iii. Employer will contact the Union to get the proper forms filled out and submitted at  
812 least one (1) week prior to starting a job fitting the description above, or in special  
813 circumstances, as soon as possible. THESE REQUESTS WILL BE SHOP OR JOB  
814 SITE SPECIFIC.  
815
- 816 iv. A decision not to work may not be held against the Employee.  
817
- 818 b. When unemployment reaches twenty percent (20%) of the Journeypersons for a period  
819 of thirty (30) days, then the Negotiating Committee will meet to discuss the overall impact  
820 on the industry, with the goal to make changes necessary to increase sheet metal man-  
821 hours.  
822
- 823 c. All Foremen and General Foremen days off may be taken every six (6) months.  
824 Superintendents will not be required to work less than forty (40) hours per week.  
825

826 **SECTION 2. All full-time or part-time labor performed during such hours shall be**  
827 **recognized as regular working hours and paid for at the regular hourly rate. Except as**  
828 **otherwise provided pursuant to SECTION 4 of this Article, all work performed outside of**  
829 **regular working hours and performed during the regular work week, shall be at two (2)**  
830 **times the regular rate, except that the first two (2) hours following the regular workday shall be**  
831 **paid at one and one-half (1-1/2) times the regular rate.**  
832

- 833 a. Saturday Overtime: All work performed during the regular workday (ARTICLE VI,  
834 SECTION 1) on Saturday will be paid at one and one-half (1-1/2) times the regular rate.  
835
- 836 b. Work after the regular workday hours on Saturday will be paid at two (2) times the  
837 regular rate. Work on Sundays and Holidays will be paid at two (2) times the regular  
838 rate. If Employees are required to work on a composite crew with other trades that are  
839 paid double time, then the Employees will receive double time.  
840
- 841 c. Employees will be informed by 4:00 p.m. where they will be working the next day except  
842 for extenuating circumstances.  
843

844 **SECTION 3. Employees shall be at the shop or project site at scheduled starting time**  
845 **each day and shall remain until quitting time.** No buzzers (horns or whistles) will be allowed  
846 to signify starting time, lunch and quitting time. Time clocks are acceptable.  
847

848 **SECTION 4. Architectural Make-Up Days.** If one or more days are lost during the regular work  
849 week due to inclement weather, and if the member has not worked over thirty-two (32) hours for  
850 that week, Saturday may be used as a voluntary Make-Up Day for Architectural Company work.  
851

- 852 a. Contractor must submit a Request for Saturday Make-Up Day form to the Union for  
853 approval no later than 12:00 p.m. NOON on the Friday before work is to occur.  
854  
855 i. Missing portions of two (2) days that equal one (1) day will be allowed to request the  
856 use of a Saturday make-up day.  
857  
858 ii. If these Employees work at another jobsite where the Employees are being paid  
859 overtime, they shall also receive the overtime rate.  
860  
861 b. Union may make Employee whole when this Saturday Make-Up Day is worked.  
862  
863 i. Contractor must submit Request for Reimbursement of Saturday Make-Up Day form  
864 within thirty (30) days of the Saturday the work occurred. Upon approval, Union will  
865 reimburse Contractor (Regular Rate ÷ 2 x Number of hours worked).  
866  
867 c. This does not apply to Industrial or National Maintenance Agreement jobsites.  
868

869 **SECTION 5. New Year's Day, Martin Luther King Day, Memorial Day, Independence Day,**  
870 **Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day,**  
871 **Presidential Election Day, or days locally observed as such, and Saturday and Sunday**  
872 **shall be recognized as holidays.** If a holiday falls on a Saturday, the holiday will be observed  
873 on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the  
874 following Monday. All work performed on holidays shall be paid as follows:  
875

- 876 a. Double time except as noted.  
877  
878 b. Appropriate overtime rates to be based on fifteen-minute increments.  
879  
880 c. Saturday shall not be recognized as a formal holiday. The overtime for Saturday is  
881 defined in ARTICLE VI, SECTION 2 of this Agreement.  
882

883 **SECTION 6. It is agreed that all work performed outside of regular working hours**  
884 **during the regular workweek and on holidays shall be performed only upon notification**  
885 **by the Employer to the Union in advance of scheduling such work. Preference on**  
886 **overtime and holiday work shall be given to Employees on the job on a rotation basis so**  
887 **as to equalize such work as nearly as possible.**  
888

- 889 a. In the event additional qualified applicants for employment were available for  
890 employment the preceding work week, permission to work overtime will not be granted  
891 unless in case of an emergency.  
892  
893 b. In order to equalize overtime work as much as possible, preference on overtime work  
894 shall be given to Employees on the job or in the shop on a rotation basis, provided  
895 the Employee due to be given overtime work is qualified. Job or shop Steward shall  
896 maintain and oversee an "Overtime List" to better facilitate disbursement of overtime  
897 hours. The Overtime List will only be maintained on jobs where overtime is anticipated.  
898  
899 c. When Employees covered by this Agreement work with other crafts in composite  
900 crews, then the hours to be worked and the straight time or double time wage rate  
901 shall be decided by the respective Business Representative within the jurisdictional area.  
902 When working with other trades requiring work from 4:00 p.m. to 4:30 p.m., or  
903 equivalent, rate of pay shall be at straight time rate.  
904

905 SECTION 7. **Shift work and the pay and conditions therefore shall be only as provided in**  
 906 **written addenda attached to this Agreement. Energy conservation - Retrofit work**  
 907 **performed outside the regular workday in occupied buildings shall be performed under**  
 908 **shift work conditions to be established by the local parties or by the National Joint**  
 909 **Adjustment Board on the request of either party, if not locally provided.**  
 910

911 a. Shift work can be utilized and will be paid at 115% of basic wage. Employer will  
 912 contact the Union in order to get proper forms filled out and submitted at least one (1)  
 913 week prior to starting a job fitting this category or in special circumstances as soon as  
 914 possible.

915  
 916 i. A minimum of five (5) days continuous work is needed to qualify for shift work or  
 917 less if required by the owner.  
 918

919 Base shift rate Monday through Friday – Regular Workday ..... 115% of base wage  
 920 Overtime Monday through Friday – First two hours after Regular Workday ..... 1-1/2 times base shift rate  
 921 Additional hours over first two hours after Regular Workday ..... 2 times base wage  
 922 Saturday – Regular workday hours ..... 1-1/2 times base shift rate  
 923 Saturday – work after Regular Workday (8 Hrs.) ..... 2 times base wage  
 924 Sundays and Holidays ..... 2 times base wage  
 925

926 ii. Alternative week: Four (4) consecutive ten (10) hour days.  
 927

928 Base shift rate Monday through Friday-Regular Workday ..... 115% of base wage  
 929 Overtime Monday through Friday-exceeding 10 hours ..... 2 times base wage  
 930 Saturday-Regular shift hours ..... 1-1/2 times base shift rate  
 931 Saturday-Work after eight (8) hours ..... 2 times base wage  
 932 Sundays and Holidays ..... 2 times base wage  
 933

934 iii. If the member is asked to work Shift Work, they will be assured a full number of  
 935 hours for the week at the Shift Work base rate of 115%.  
 936

937 1. Shift Work Overtime will be paid at double time the base wage rate (taxable  
 938 wage), not double the 115%.  
 939

940 iv. Shift work will be granted, provided all AFL-CIO building trades crafts required to  
 941 work, other than a regular workday, or first shift, work under a shift provision. If  
 942 any craft, with the exception of the Sprinklerfitters, received over time in lieu of  
 943 shift rate, then the sheet metal workers will receive double time rate.  
 944

945 b. Maintenance Work Overtime Section becomes effective only with the knowledge and  
 946 consent of the Union (Local Maintenance Addendum).  
 947

948 i. In-Plant Maintenance Work - Definition: Any repair, replacement or renovation of in-  
 949 plant equipment or systems and interior finish in existing commercial and industrial  
 950 buildings excluding new construction.  
 951

952 ii. On any work described above, the overtime rate for weekdays or Saturday will be  
 953 one and one-half (1-1/2) times the regular rate of pay including SASMI (Stabilization  
 954 Agreement to Sheet Metal Industry), etc. Shift Work overtime rate for weekdays or  
 955 Saturday will be one and one-half (1-1/2) times the 115% rate of pay including  
 956 SASMI, etc. The rate of pay for Holidays and Sundays will continue to be two (2)  
 957 times the regular rate of pay including SASMI, etc.  
 958

959 c. If any other craft employed by the sheet metal Contractor or the sheet metal  
960 Contractor's subcontractor in the plant on maintenance, repair, renovation or  
961 replacement is receiving double time wages in lieu of the time and one-half wage rate as  
962 set forth in this Agreement, the International Association of Sheet Metal, Air, Rail and  
963 Transportation Workers Employees will automatically be entitled to the double time rate  
964 of pay during the period that aforementioned crafts are employed.  
965

966 SECTION 8. Residential / Light Commercial Specialist Terms and Conditions.  
967

968 a. Residential is defined as any dwelling, including nursing and retirement homes, motels,  
969 hotels and dormitories all of which are individually conditioned by separate and individual  
970 units or systems.  
971

972 i. Work week will be as stated in ARTICLE VI, SECTION 1.  
973

974 ii. All overtime will be at time and one-half (1-1/2).  
975

976 1. The exception to the time and one-half rule is work performed after the regular  
977 workday hours on Saturdays and work on Sundays and Holidays and work  
978 described in SECTION 1 of this Article. This work will be paid at double (2) time.  
979

980 iii. A Residential/Light Commercial Specialist (Specialist) classification will be included  
981 and may be employed on the following ratio: For every three (3) Apprentices  
982 employed, the Employer may employ (1) Specialist.  
983

984 iv. Specialists will be hired through the Union, and Employers must maintain their ratios  
985 through hiring and layoff situations.  
986

987 v. For Residential work only (as defined in ARTICLE VI, SECTION 8), Specialists may  
988 be used in the shop as well as in the field. When employed on Light Commercial  
989 work, the Specialist will work with a Journeyman.  
990

991 b. Light Commercial is defined as a commercial building or rental space of 6,000 square  
992 feet or less in which no single unit exceeds twenty-five (25) tons of air conditioning or  
993 300,000 BTU's heating.  
994

995 i. Light Commercial does not include enclosed shopping malls or tenant finish work in  
996 office buildings. However, the Negotiating Committee will review on a regular basis  
997 the effectiveness of this definition and will be empowered to modify it as necessary.  
998

999 c. Effective with hours worked after 1800 hours of work, Specialist will be entitled to one  
1000 week's paid vacation. The vacation will be paid on the second pay period after the  
1001 individual reaches the 1800 hours. This only applies to the Specialists first 1800 hours.  
1002

1003 d. After a Specialist has been with an Employer for one year, the Specialist needs to have  
1004 completed the OSHA30 Training course as defined in ARTICLE XII, SECTION 1. The  
1005 Employer and the Union will work together to make sure that this is accomplished.  
1006

1007 e. Service and Mechanical Installation Work: Union agrees to not file a grievance against  
1008 Contractors who are currently signatory to other union crafts for performing work  
1009 described above with those Employees.  
1010

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1012



1013 **ARTICLE VII**

1014 **SECTION 1. When employed in a shop or on a job within the limits of the Counties listed**  
1015 **below, Employees shall be governed by the regular working hours specified herein and**  
1016 **shall provide for themselves necessary transportation within the said limits from home**  
1017 **to shop or job at starting time and from shop or job to home at quitting time,**  
1018 **and the Employer shall provide, or pay, for all necessary additional transportation during**  
1019 **working hours.**  
1020

- 1021
- 1022 a. The following counties are recognized by the Employer as being within the jurisdiction of  
1023 International Association of Sheet Metal, Air, Rail and Transportation Workers SMART  
1024 Local Union No. 36:
- 1025
- 1026 i. Bollinger, Butler, Cape Girardeau, Crawford, Dent, Dunklin, Franklin, Gasconade,  
1027 Iron, Jefferson, Lincoln, Madison, Marion, Mississippi, Monroe, Montgomery, New  
1028 Madrid, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Scott, Shelby, Stoddard, St.  
1029 Charles, St. Francois, Ste. Genevieve, Warren, Washington and Wayne Counties,  
1030 Missouri including the City of St. Louis, and St. Louis County.  
1031
- 1032 b. When the Employer furnishes transportation during working hours from shop to jobsite, it  
1033 will be the Employer’s responsibility to furnish transportation back to point of initiation of  
1034 company transportation, at or before established regular quitting time.  
1035
- 1036 c. Free Zones and travel pay to be in accordance with the following descriptions:
- 1037
- 1038 i. Contractor Free Zone is determined by the primary location of their business. The  
1039 county in which the Contractor is located and two (2) adjoining counties within the  
1040 jurisdiction of this agreement (as listed in SECTION 1.a.i. of this ARTICLE) shall  
1041 constitute that Contractor’s free zone. Contractors’ signatory to this agreement  
1042 whose office/shop is located outside the jurisdiction of the International Association  
1043 of Sheet Metal, Air, Rail and Transportation Workers Local 36 St. Louis shall use  
1044 St. Louis County as their location.  
1045
- 1046 ii. All other counties outside the Contractor’s Free Zone will be at the full out-of-town  
1047 expenses plus travel time, mileage and per diem as defined in SECTION 2.  
1048
- 1049 iii. Per the General President’s directive, the following counties in Illinois shall be a  
1050 Free Zone for all Contractors signatory to this agreement: Jersey, Madison,  
1051 Monroe, and St. Clair. This provision may be subject to change, at which time  
1052 notification will be given to the Contractors.  
1053
- 1054 d. In the event the jurisdiction changed, notification will be given immediately to the  
1055 Employer and the necessary changes will be made to the above section.  
1056

1057 **SECTION 2. When employed outside of the limits specified in SECTION 1 of this Article,**  
1058 **and within the Jurisdiction of the Union, Employees shall provide transportation for**  
1059 **themselves which will assure their arrival at the limits specified in SECTION 1 of this**  
1060 **Article at regular starting time, and the Employer shall provide or pay for all additional**  
1061 **transportation for such jobs, including transportation from such job back to the limits**  
1062 **specified in SECTION 1 of this Article, which will assure arrival at such limits at quitting**  
1063 **time. As an alternative to the foregoing method, travel expense may be paid by a zone or**  
1064 **other method of payment. If this alternative method is used, it will be as provided in a**  
1065 **written addendum attached hereto.**  
1066

- 1067 a. **The parties intend travel pay to fairly compensate Employees for travel, not to**  
 1068 **place contractors at a competitive disadvantage due to geographic location or to**  
 1069 **create artificial barriers against out-of-area contractors.**  
 1070  
 1071 i. If an Employee is on an Out-of-Town job at the request of the Employer and Holiday  
 1072 (as set forth in ARTICLE VI, SECTION 4) falls on a Tuesday, Wednesday or  
 1073 Thursday, the Employee shall be paid full subsistence for that day, providing they  
 1074 have worked the previous workday.  
 1075  
 1076 ii. On Out-of-Town work, traveling expenses (travel time at straight time, taxable wage  
 1077 only with no fringe benefits, and mileage at the most current rate set by the IRS from  
 1078 the Employee's residence to the jobsite, and from the jobsite to the Employee's  
 1079 residence once per job shall be paid by the Employer, plus suitable lodging (only if  
 1080 used), and a minimum subsistence of 80% of the current GSA Meal and Incidental  
 1081 Expense rate, per day, to each Employee; Or adequate reimbursement agreed upon  
 1082 by both parties prior to the commencement of travel.  
 1083  
 1084 1. No mileage reimbursement will be required if the Employee drives a company  
 1085 vehicle.  
 1086  
 1087 iii. However, in areas where the local labor pool (as defined in ARTICLE IV, SECTION  
 1088 1.d.iii.) is sufficient to supply Employees needed, no subsistence is to be paid.  
 1089  
 1090 b. **If an Employer sends an Employee to perform work outside of the territorial**  
 1091 **jurisdiction of the United States of America or Canada, travel pay and/or**  
 1092 **subsistence arrangements shall be negotiated locally.**  
 1093  
 1094  
 1095

1096 **ARTICLE VIII**

1097 **A. Wage Scale**

1098  
 1099 SECTION 1. The minimum rate of wages and fringe benefits for Journeyperson, Apprentice  
 1100 and/or Residential/Light Commercial Specialist sheet metal workers covered by this Agreement  
 1101 when employed in a shop or on a job within the jurisdiction of the Union to perform any work  
 1102 specified in ARTICLE 1 of this Agreement shall be paid per hour, as defined on the Wage Rate  
 1103 and Fringe Benefits Schedules distributed annually, except as hereinafter specified in SECTION  
 1104 2 of this Article.  
 1105

- 1106 a. Man-Hour Formula: For each year, the man-hours for the period of May 1 of the previous  
 1107 year through April 30 of the current year will be used to determine the August 1 increase.  
 1108

Date	Wage Increase	Foreman	General Foreman	Superintendent
08/01/2022	\$2.11	\$2.00 (No change)	\$3.25 (Increase of \$0.75)	\$3.75 (Increase of \$0.75)
08/01/2023	3% of TP	\$3.25 (Increase of \$1.25)	\$4.00 (Increase of \$0.75)	\$4.50 (Increase of \$0.75)
08/01/2024	3% of TP	9.0% of TW	10.0% of TW	12.0% of TW
08/01/2025	For these three years, if the man-hours the previous year (May 1 through April 30) are less than			
08/01/2026	2.1 million, increase will be 2.75%. If the man-hours the previous year are more than 2.1 million,			
08/01/2027	the increase will be 3.25%.			

- 1123  
1124 i. Man-hours will be calculated by ALL hours reported to the SMART Local Union No.  
1125 36 Benefit Funds Office.  
1126  
1127 b. Union may adjust the amount deducted from paychecks.  
1128  
1129 c. The Union will have the right to allocate increases between wages and Employer  
1130 contributions to Employee benefit trust funds and make any necessary contributions to  
1131 the existing Employee benefit trust funds when required.  
1132  
1133 d. Union agrees to maintain one year's reserve in the Equality Fund to help maintain and  
1134 increase market share and man-hours.  
1135  
1136 e. On new residential work and residential replacement work hours for Journeypersons  
1137 who have proper Sheet Metal Journeyman Mechanical Licenses from St. Louis  
1138 County and/or equivalent (as defined in ARTICLE IV, SECTION 1.j.), the Union will  
1139 remit the following in order to equalize. This will only be paid on Journeypersons whose  
1140 licenses are current.  
1141  
1142 i. There will be a Residential Rebate amount which will be calculated on the basis of  
1143 7.6% of each total wage rate and fringe benefit package.  
1144  
1145 ii. Equality Fund to allow restitution only up to ninety (90) days after the work has been  
1146 completed.  
1147  
1148 f. The Contractor shall furnish each Employee with a paycheck deduction stub listing all  
1149 deductions made.  
1150

1151 **SECTION 2. On all work specified in ARTICLE I of this Agreement, fabricated and/or**  
1152 **assembled by Journeyperson, Apprentice, and/or Residential/Light Commercial Specialist**  
1153 **sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or**  
1154 **installation within the jurisdiction of any other collective bargaining areas or local union**  
1155 **affiliated with International Association of Sheet Metal, Air, Rail and Transportation**  
1156 **Workers, whose established wage scale is higher than the wage scale specified in this**  
1157 **Agreement, the higher wage scale of the jobsite Union shall be paid to the Journeyperson,**  
1158 **Apprentice, and/or Residential/Light Commercial Specialist sheet metal workers employed on**  
1159 **such work in the home shop or sent to the jobsite.**  
1160

1161 **SECTION 3. The provisions of SECTION 2 of this Article, SECTION 2 of ARTICLE II, and**  
1162 **SECTION 1 of ARTICLE III shall not be applicable to the manufacture for sale to the trade**  
1163 **or purchase of the following Items:**  
1164

- 1165 • Ventilators  
1166 • Louvers  
1167 • Automatic and fire dampers  
1168 • Radiator and air conditioning unit enclosures  
1169 • Fabricated pipe and fittings for residential installations and light commercial work as  
1170 defined in the locality  
1171 • Angle Rings  
1172 • Mixing (attenuation) boxes  
1173 • Plastic skylights  
1174 • Air diffusers, grilles, registers  
1175 • Sound attenuators

- 1176 • Chutes
- 1177 • Double-wall panel plenums

1178

1179 SECTION 4. It is further agreed that the Sheet Metal Workers Union Label shall be affixed to  
1180 each item (not packaged), box, crate, or package of all items fabricated and not erected.

1181

1182 SECTION 5. **Except as provided in SECTIONS 2 and 6 of this Article, the Employer agrees**  
1183 **that Journeyman, Apprentice, and/or Residential/Light Commercial Specialist sheet metal**  
1184 **workers hired outside of the territorial jurisdiction of this Agreement shall receive the**  
1185 **scale and working conditions of the local Agreement covering the territory in which such**  
1186 **work is performed or supervised.**

1187

1188 SECTION 6. **When the Employer has any work specified in ARTICLE I of this Agreement**  
1189 **to be performed outside of the area covered by this Agreement and within the area**  
1190 **covered by another Agreement with another union affiliated with the International**  
1191 **Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet**  
1192 **metal workers are available in such area, the Employer may send no more than two (2)**  
1193 **sheet metal workers per job into such area to perform any work which the Employer**  
1194 **deems necessary, both of whom shall be from the Employer's home jurisdiction. All**  
1195 **additional sheet metal workers shall come from the area in which the work is to be**  
1196 **performed.**

1197

1198 **Journeyman sheet metal workers covered by this Agreement who are sent outside of**  
1199 **the area covered by this Agreement shall be paid at least the established minimum wage**  
1200 **scale specified in SECTION 1 of this Article but in no case less than the established wage**  
1201 **scale of the local Agreement covering the territory in which such work is performed or**  
1202 **supervised, plus all necessary transportation, travel time, board and expenses while**  
1203 **employed in that area, and the Employer shall be otherwise governed by the**  
1204 **established working conditions of that local Agreement.**

1205

1206 **If Employees are sent into an area where there is no local Agreement of the International**  
1207 **Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then**  
1208 **the minimum conditions of the home local union shall apply.**

1209

1210 SECTION 7. **In applying the provisions of SECTIONS 2 and 5 of this ARTICLE, the term**  
1211 **"wage scale" shall include the value of all applicable hourly contractual benefits in**  
1212 **addition to the hourly wage rate provided in said Sections.**

1213

1214 SECTION 8. **Welfare benefit contributions shall not be duplicated. When sheet metal**  
1215 **workers are employed temporarily outside the jurisdiction of their home local union, the**  
1216 **parties signatory to this Agreement agree to arrange through the Health & Welfare Trust**  
1217 **Fund to transmit health and welfare contributions made on behalf of the Employee to**  
1218 **the Health and Welfare Fund in the Employee's home local union.**

1219

1220 **The parties to this Agreement agree to establish a system for continuing health and**  
1221 **welfare coverage for Employees working temporarily outside the jurisdiction of the local**  
1222 **collective bargaining agreement when health and welfare contributions are transmitted**  
1223 **on their behalf by trust funds from other areas.**

1224

1225 SECTION 9. **Wages at the established rates specified herein shall be paid by payroll check**  
1226 **or electronic funds transfer at the Employee's discretion in the shop or on the job at or before**  
1227 **quitting time on Regular Payday of each week, and no more than two (2) days' pay will be**  
1228 **withheld. However, Employees, when discharged, shall be paid in full.**

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- a. When an Employee works on a Saturday and/or Sunday, they will be paid for those workdays, by the following Friday. Where electronic data processing is used to prepare payroll checks, five (5) working days will be allowed. If Employee does not receive mailed check on established payday, Employer will hand issue another payroll check by the end of the following workday.
- b. When a new hire starts work on a Monday or Tuesday, they will be paid for whatever hours they worked on Monday and/or Tuesday, by the following Friday.
- c. When Employees are discharged, one-half (1/2) hours' time shall be allowed for gathering their tools and clothing. All Employers shall pay Employees in their employ wages in full immediately upon discharge due to a lay-off or summary dismissal. Wages at the overtime rate must be paid for all the time that expires after the hour of dismissal pending this payment. Employees will not be laid off while on vacation or approved absences or days off.
- d. When Employees are discharged, the Employer shall provide payment of full fringe benefit package due to laid-off Employee(s) along with summary of fringe distribution amounts. A single check or money order must be separate from the payroll payment. This SECTION is effective only for Employers who have been delinquent for a total of three (3) months, during any calendar year.

**SECTION 10. Journeyperson, Apprentice, and Residential/Light Commercial Specialist sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.**

**SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) Journeyperson sheet metal worker who is not a member of the firm on all work specified in ARTICLE I of this Agreement. However, it will be permissible for an Owner-Member to be the Journeyperson sheet metal worker.**

**SECTION 12. Foreman.**

- a. One Journeyperson shall be appointed Foreman for every ten (10) Employees or fraction thereof including the Foreman employed by any one company or Contractor, but the following shall prevail on each jobsite.
- b. On all job-sites where four (4) or more Employees are employed, there shall be one Journeyperson designated as Foreman; Eleven (11) to twenty (20) Employees, two Foremen; twenty-one (21) to thirty (30) Employees, three (3) Foremen and one (1) General Foreman; Thirty-one (31) Employees to forty (40) Employees, four (4) Foremen and one (1) General Foreman; Forty-one (41) Employees to fifty (50) Employees, five (5) Foremen and one (1) General Foreman, and one (1) Superintendent; Fifty-one (51) to sixty (60) Employees, six (6) Foremen, one (1) General Foreman and one (1) Superintendent; Sixty-one (61) Employees to seventy (70) Employees, six (6) Foremen, two (2) General Foremen and one (1) Superintendent; Seventy-one (71) Employees to eighty (80) Employees, seven (7) Foremen, two (2) General Foremen, and one (1) Superintendent; Eighty- one (81) Employees to ninety (90) Employees, eight (8) Foremen, two (2) General Foremen and one (1) Superintendent. The foregoing are minimum standards.

- 1282 c. On any job where a Journeyperson is expected to measure and/or coordinate other  
1283 workers, regardless of crew size, they shall receive foreman's wages. *This does not*  
1284 *mean a member measuring work for himself to install.*  
1285
- 1286 d. No Employee shall perform the duties of a Foreman without receiving foreman wages.  
1287 Foremen, General Foremen and Superintendents shall receive at minimum the amount  
1288 above the hourly wage of a Journeyperson as defined on the current Wage Rate and  
1289 Fringe Benefits Schedules.  
1290
- 1291 e. Should over ninety (90) Employees be employed on one jobsite by one Contractor, the  
1292 supervisory personnel and the rates of pay will be agreed upon by the Employer and the  
1293 Business Representative.  
1294
- 1295 f. It was agreed that there will be developed a plan to provide for improved Foreman  
1296 training.  
1297

1298 B. Local Funds.  
1299

1300 SECTION 13. SMART Local Union No. 36 Welfare Fund. It is hereby mutually agreed between  
1301 the parties, that a Welfare Fund shall be continued in force and effect and administered by a  
1302 Board of Trustees, three (3) of whom shall be appointed by SMACNA-St. Louis and three (3) of  
1303 whom shall be appointed by the Union. Payments shall be in accordance with the Wage Scale  
1304 and Fringe Schedules.  
1305

- 1306 a. It is further agreed that payments to the Welfare Fund shall be an area practice and shall  
1307 include all Employees of the Employer covered by this Agreement.  
1308
- 1309 b. Contributions shall be made to the SMART Local Union No. 36 Welfare Fund by an  
1310 Employer on any Employee within the jurisdiction of the Union and who is not covered by  
1311 a like Welfare Plan of their parent organization.  
1312
- 1313 c. All payments to said Welfare Fund shall be made on or before the 20th day of the  
1314 succeeding month  
1315
- 1316 d. The contributions of the Employer shall be used for the normal administration and to  
1317 provide welfare benefits to eligible Employees and their families in such form and  
1318 amount as the Trustees of the Welfare Fund may determine.  
1319

1320 SECTION 14. SMART Local Union No. 36 Local Pension Fund. The SMART Local Union No.  
1321 36 Local Pension Fund ("Local Pension") shall be continued in effect, administered by a Board  
1322 of Trustees, three appointed by SMACNA-St. Louis, and three (3) appointed by the Union.  
1323

- 1324 a. Employer payment to the Local Pension shall be in accordance with the amounts listed  
1325 in Wage Scale and Fringe Charts for hours worked by all Employees covered by the  
1326 Agreement on or before the 20th day of the succeeding month  
1327
- 1328 b. The contributions made by the Employer shall be used exclusively to provide pension  
1329 benefits for eligible Employees and their families in such form and amount as the  
1330 Trustees of the Local Pension Fund may determine.  
1331

1332 SECTION 15. SMART Local Union No. 36 Vacation Fund. Prior to August 1, 2022, the wage  
1333 rate and fringe benefit packages for all members included a deduction of 10% of their base  
1334 taxable wage to equal approximately three 3 weeks' Vacation plus the established Holidays and  
1335 was placed in a trust fund call "Vacation Trust" and administered by a Board of four (4)

1336 Trustees. The SMART Local 36 Vacation Fund monies were then dispersed to members twice  
1337 annually. During the 2022 contract negotiations, the members requested that this 10% now be  
1338 paid directly to Members as part of their regular wage payment, effective on the August 1, 2022,  
1339 contract. Thus, any amounts desired by Members for Vacation and/or Holidays are already  
1340 included in their regular wage.

1341

1342 a. The Member will be entitled to take vacations at their discretion.

1343

1344 SECTION 16. SMART Local Union No. 36 401(k) Plan. A Trust Fund (called "401(k) Trust") is  
1345 to be established for the "SMART Local Union No. 36 401(k) Plan" to be administered by a  
1346 Board of six (6) Trustees, one-half (1/2) appointed by SMACNA-St. Louis and one-half (1/2) by  
1347 the Union. For all Employees covered by this Agreement, Employer shall pay to the Trust,  
1348 fifty cents (\$0.50) per hour as an agreed-upon contribution or current allocation. Administrative  
1349 costs required for the 401(k) Plan will be paid by the 401(k) Trust, not by the Employers.

1350

1351 a. **When sheet metal workers are temporarily employed outside the jurisdiction of**  
1352 **their home local union, the party's signatory to this agreement shall arrange to**  
1353 **transmit any 401(k) contributions required to be made to a 401(k) plan where the**  
1354 **work is performed to a 401(k) plan established for the Employee's home local**  
1355 **union, and/or to the National Supplemental Savings Fund. This obligation is**  
1356 **conditioned upon a suitable reciprocity arrangement being agreed to by the**  
1357 **trustees of such plans.**

1358

1359 b. Additional Individual Employee Elective Wage Deferral: The Employer, upon receipt of  
1360 written authorization of an individual Employee agrees to withhold from wages and  
1361 forward to the 401(k) Trust, additional contributions elected by the Employee, subject to  
1362 limitations prescribed by the Plan and law.

1363

1364 c. Employer agrees to report and forward monthly to the Trustees, by the 15th of the  
1365 following month, all amounts withheld from wages for the 401(k) Trust and the fifty cents  
1366 (\$0.50) per hour Employer contribution.

1367

1368 i. Amounts deducted by Employers from wages of an Employee are not to be treated  
1369 as reducing the gross earnings of the Employee upon which Employer contributions  
1370 to other fringe benefit trust funds are calculated, for overtime wage calculations, or  
1371 for other purposes under this Agreement. Example: An Employee elects \$1.00 per  
1372 hour wage deferral to be paid to the 401(k) Trust, reducing their wages by \$1.00  
1373 per hour; and any overtime payment shall be calculated on the full wage rate, without  
1374 reduction for the \$1.00 deferral to the 401(k) Trust.

1375

1376 d. There will be a Trust Agreement between SMACNA-St. Louis and Local 36 for the  
1377 401(k) Plan, granting the Trustees authority to establish terms and conditions of the Plan  
1378 itself. The Trust Agreement shall comply with the Section 302(c) (5) of the Labor-  
1379 Management Relations Act of 1947, as amended, the Employee Retirement Income  
1380 Security Act (ERISA) as amended, and other applicable federal laws. The Plan shall be  
1381 in conformity with Section 401(k) of the Internal Revenue Code.

1382

1383 e. All payments by Employers to the Plan shall be tax deductible. If Internal Revenue  
1384 Service or a court of competent jurisdiction rules that Employer payments are not tax  
1385 deductible, the parties agree to immediately amend the Plan retroactively and to take  
1386 any other appropriate steps to secure such tax deductibility.

1387

1388 f. Employer agrees to provide the Trustees with information, which the Trustees request to  
1389 comply with the actual deferral percentage (ADP) test and, other requirements of the  
1390 Internal Revenue Code.  
1391

1392 SECTION 17. Common Terms for Local Pension, Welfare, and 401(k). The said Local  
1393 Pension, Welfare, and 401(k) plans shall be administered pursuant to an Agreement and  
1394 Declaration of Trust. Each Agreement and Declaration of Trust together with any  
1395 amendments thereto, including future amendments, shall be considered a part of this  
1396 Agreement as if set forth herein at length.  
1397

1398 SECTION 18. Apprenticeship and Training Fund. The Apprenticeship and Training Fund is to  
1399 be a jointly administered Union-Employer trust fund established and put into effect by the Union  
1400 and one or more Employers. It is to be administered by a Board of Trustees with one-half (1/2)  
1401 of the members appointed by the Union and one-half (1/2) by the SMACNA of St. Louis and is to  
1402 otherwise comply with the provisions of Section 302(C) of the Labor Management Relations Act  
1403 of 1947.  
1404

1405 a. The Employers and the Union agree that it is the intention of both parties to maintain  
1406 one year of reserves in the Regular Apprentice Fund, and to maintain the Special  
1407 Apprentice Fund at a level to ensure that there are sufficient funds to pay the  
1408 Apprentices for the time they are attending school. Therefore, the first quarter of each  
1409 year, the Union Business Manager and the Chairman of SMACNA-St. Louis Labor  
1410 Committee will review the financial status of the Regular Apprentice Fund and the  
1411 Special Apprentice Fund and establish the rates which will be required.  
1412

1413 SECTION 19. Fund Contributions for Apprentices. When the Apprentice attends school, the St.  
1414 Louis Sheet Metal Joint Apprenticeship and Training Special Fund, instead of the Employer,  
1415 shall pay to the Apprentice the appropriate wages, and appropriate fringe benefits (all National  
1416 Benefit Funds, EOPR and 401(k) Funds) will be remitted to the Funds on behalf of the  
1417 Apprentice by the Special Fund. OSHA Training for Apprentices to be paid for by the  
1418 JATC  
1419

1420 SECTION 20. Educational Building Fund and the Educational, Organizational and Public  
1421 Relations (EOPR) Fund. The Employer will deduct from the wages of each Employee covered  
1422 by this Agreement the assessment for each hour worked approved by the membership of  
1423 SMART Local Union No. 36, International Association Sheet Metal, Air, Rail and Transportation  
1424 Workers for the Educational Building Fund and the Educational, Organizational and Public  
1425 Relations (EOPR) Fund, and to forward said sum every month together with a summary of the  
1426 hours worked during the month to the office of the Administrator of the Funds; provided that the  
1427 Employee has signed a written authorization for such deduction. Payment shall be made on or  
1428 before the 20<sup>th</sup> of the succeeding month.  
1429

1430 C. National Funds.  
1431

1432 SECTION 21. Sheet Metal Workers National Pension Fund. Each Employer working under this  
1433 Agreement agrees to pay to the Sheet Metal Workers National Pension Fund (NPF) an  
1434 amount as shown on the Wage Scale and Fringe Charts. Payment shall be made on or  
1435 before the 20<sup>th</sup> day of the succeeding month.  
1436

1437 a. The Sheet Metal Workers National Pension Fund shall be administered pursuant to the  
1438 Agreement and Declaration of Trust and the Participation Agreement dated May 16,  
1439 1966, as heretofore and hereafter amended, executed by the International Association  
1440 of Sheet Metal, Air, Rail and Transportation Workers and various Employers of  
1441 members of the International Union who are or may become parties to this Agreement



1442 and said Agreement and Declaration of Trust and Participation Agreement shall be  
1443 considered a part thereof as set forth in detail. Contributions to the National Pension  
1444 Fund on behalf of apprentices shall be made at the appropriate percentage for each  
1445 apprentice. The contributions are to be stated on forms provided by the Sheet Metal  
1446 Workers' National Pension Fund.  
1447

1448 **b. The Employer and the Union understand that Sheet Metal Workers' National**  
1449 **Pension Fund has issued a Rehabilitation Plan under the Pension Protection Act**  
1450 **of 2006 and may in the future issue a Funding Improvement Plan under the Act. In**  
1451 **addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide**  
1452 **for schedules which must be adopted by new or existing parties to this**  
1453 **Agreement.**  
1454

1455 **c. The parties agree that any schedule described above will be deemed to be**  
1456 **adopted automatically if, in accordance with this Agreement, the Union allocates**  
1457 **or reallocates a portion of the wage and fringe-benefit package, or where the**  
1458 **Agreement provides for an automatic allocation or reallocation of the wage and**  
1459 **fringe-benefit package, that is sufficient to cover fully any increases in**  
1460 **contribution rates to the pension fund that has issued that schedule.**  
1461

1462 **d. It is undesirable to pay a surcharge upon pension contributions or face other**  
1463 **undesirable consequences for failure to adopt a schedule. Accordingly, in the**  
1464 **absence of a reallocation as provided above, at such time as the pension fund(s)**  
1465 **furnishes the Employer and the Union with schedules as provided above, either**  
1466 **party may re-open this Agreement upon thirty days written notice to the other, for**  
1467 **the purpose of reaching agreement upon the adoption of one of those schedules.**  
1468 **During the negotiations, the parties shall give due recognition to the desirability of**  
1469 **maintaining pension benefits in light of economic conditions in the local area.**  
1470

1471 **e. The parties agree further that the schedule described above will become part of**  
1472 **this Agreement, and will be incorporated by reference herein, on the date the**  
1473 **schedule is adopted or is deemed to have been adopted automatically in**  
1474 **accordance with the terms above. The parties will not take any action or actions**  
1475 **inconsistent with NPF's Rehabilitation Plans, or Funding Improvement Plan of**  
1476 **which the schedules are a part, as modified or amended from time-to-time.**  
1477

1478 SECTION 22. National Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund.  
1479 The Employer agrees to adopt the National SASMI Trust and Plan as presently constituted and  
1480 as the same may be amended from time to time, and to be bound by all Rules and  
1481 Regulations of the Plan as adopted by the Trustees, as presently existing and as the same  
1482 may be amended from time to time.  
1483

1484 **a. The Employer shall make monthly payments of an amount equal to three percent (3%)**  
1485 **of the Gross Earnings of each Employee subject to this Agreement to the National**  
1486 **Stabilization Agreement of Sheet Metal Industry (SASMI) Trust Fund. Gross Earnings,**  
1487 **for the purpose of this Agreement, shall mean (a) total wages paid to an Employee by**  
1488 **any Employer, which are reportable by the Employee for Federal Income Tax**  
1489 **purposes, and (b) any and all contributions paid by such Employer on behalf of**  
1490 **the Employee to the Welfare Fund, Local Pension Fund, 401(k) and National Pension**  
1491 **Fund (NPF) and SASMI HCRA B.**  
1492

1493 **b. In addition to the SASMI contribution described above, the Employer shall pay to SASMI**  
1494 **as a contribution to SASMI HCRA B, the amount listed in Wage Scale and Fringe Charts**  
1495 **for hours worked by all Employees covered by the Agreement. The contributions shall**

1496 be twenty-five cents (\$0.25) for each hour worked by all Employees covered by the  
1497 Agreement.

1498  
1499 c. Payment of both the SASMI and the SASMI HCRA B contributions shall be made on or  
1500 before the 20<sup>th</sup> day of the succeeding month.

1501  
1502 **SECTION 23. International Training Institute. Effective as of the date of this Agreement, the**  
1503 **Employer shall contribute to the International Training Institute for the Sheet Metal and**  
1504 **Air Conditioning Industry (iT*i*) the hourly contribution rate established by the iT*i***  
1505 **Trustees. Such amount shall be contributed for each hour worked by each Employee of the**  
1506 **Employer covered by this Agreement.**

1507  
1508 **In the event that such hourly contribution rate is changed during the term of this**  
1509 **Agreement, such change shall become effective during the next anniversary date of this**  
1510 **Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month**  
1511 **and shall be remitted as designated by the Trustees of the iT*i*, or for purposes of**  
1512 **collection and transmittal through SHEET METAL WORKERS' NATIONAL BENEFIT**  
1513 **FUNDS.**

1514  
1515 **SECTION 24. National Energy Management Institute Committee (NEMIC). Effective as of the**  
1516 **date of this Agreement, the Employers shall contribute to the National Energy**  
1517 **Management Institute Committee (NEMIC) the hourly contribution rate established by the**  
1518 **NEMIC Trustees. Such an amount shall be contributed for each hour worked by each**  
1519 **Employee of the Employer covered by this Agreement.**

1520  
1521 **In the event that such hourly contribution rate is changed during the term of this**  
1522 **Agreement, such a change shall become effective during the next anniversary date of this**  
1523 **Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month**  
1524 **and shall be remitted as designated by the Trustees of NEMIC, or, for purposes of**  
1525 **collection and transmittal electronically or through SHEET METAL WORKERS' NATIONAL**  
1526 **BENEFIT FUNDS.**

1527  
1528 **SECTION 25. Sheet Metal Occupational Health Institute Trust (SMOHIT). Effective as of the**  
1529 **date of this Agreement, the Employers will contribute to the Sheet Metal Occupational**  
1530 **Health Institute Trust (SMOHIT) the hourly contribution rate established by the Institute's**  
1531 **Trustees. Such an amount shall be contributed for each hour worked by each Employee of**  
1532 **the Employer covered by this Agreement until the Institute Trustees determine that the**  
1533 **Trust is financially self-sufficient.**

1534  
1535 **In the event that such hourly contribution rate is changed during the term of this**  
1536 **Agreement, such change shall become effective during the next anniversary date of this**  
1537 **Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month**  
1538 **and shall be remitted as designated by the Trustees of the Institute, or for purposes of**  
1539 **collection and transmittal electronically or through SHEET METAL WORKERS' NATIONAL**  
1540 **BENEFIT FUNDS.**

1541  
1542 **SECTION 26. Common Terms for National Funds. The parties authorize the trustees of all**  
1543 **National Funds (as defined below) to cooperatively establish uniform collection**  
1544 **procedures to provide for efficient and effective operation of the various National Funds.**  
1545 **The parties recognize that the National Funds can receive and process contribution**  
1546 **reports and remittances electronically. The parties agree to encourage Employers to**  
1547 **utilize the electronic reporting and remittance system.**

1548

1549 The parties agree to be bound by, and act in accordance with, the respective Plan  
1550 Documents, Agreements and Declarations of Trusts and/or Trust Documents  
1551 establishing or governing the International Training Institute for the Sheet Metal and Air  
1552 Conditioning Industry (ITI), the National Energy Management Institute Committee  
1553 (NEMIC), the Sheet Metal Occupational Health Institute Trust (SMOHIT), and the Industry  
1554 Fund of the United States (IFUS), and to the extent that this Agreement requires  
1555 contributions to the following funds; the Sheet Metal Workers' National Pension Fund  
1556 (SMW NPF), National Stabilization Agreement of the Sheet Metal Industry Trust Fund  
1557 (SASMI), Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International  
1558 Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings  
1559 Plan (collectively "National Funds"), as applicable and the separate agreements and  
1560 declarations of trusts of all other local or national programs and benefit plans to which it  
1561 has been agreed that contributions will be made.

1562  
1563 In addition, the parties agree to be bound by any amendments to said trust or plan  
1564 documents as may be made from time to time and hereby designate as their  
1565 representatives on the Board of Trustees such trustees as are named together with  
1566 any successors who may be appointed pursuant to said documents.

1567  
1568 D. Industry Funds

1569  
1570 SECTION 27. St. Louis Metalworking Industry Fund. Contributions provided for in SECTION  
1571 27.a. of this Article will be used to promote programs of industry education, training,  
1572 negotiation and administration of collective bargaining agreements, research and  
1573 promotion, such programs serving to expand the market for the services of the Sheet  
1574 Metal industry, improve the technical and business skills of Employers, stabilize and  
1575 improve Employer-Union relations, and promote, support, and improve the employment  
1576 opportunities for Employees. No part of any such payments, however, shall be used for  
1577 any other purpose except as expressly specified above.

1578  
1579 a. The Employer shall pay to the St. Louis Metalworking Industry Fund 12977 N. Forty  
1580 Dr. Suite 108, St. Louis, MO 63141 (hereinafter referred to as the Local Industry Fund)  
1581 **twenty-three cents (\$0.23)** per hour for each hour worked by each Employee  
1582 covered by this agreement. **Payment shall be made monthly on or before the 20<sup>th</sup>**  
1583 **day of the succeeding month.** The Employers reserve the right to increase this  
1584 contribution amount by no more than two cents (\$0.02) per year for each succeeding year  
1585 of the contract.

1586  
1587 b. The local industry fund shall furnish to the Business Manager of the Union, not  
1588 less often than semi-annually, written reports describing in reasonable detail the  
1589 nature of activities in which it is engaged or which it supports directly or  
1590 indirectly with any of its funds. One time per year, the local Industry fund shall  
1591 include in such written report, a statement attested to by a certified public  
1592 accountant and containing its balance sheet and detailed statement of receipts  
1593 and disbursements. Further specific detailed information in regard to local  
1594 industry fund activities or its receipts and/or disbursements shall be furnished  
1595 to the Business Manager of the Union upon their written request.

1596  
1597 c. Grievances concerning use of local industry fund monies to which an Employer  
1598 shall contribute for purposes prohibited under SECTION 12 or for violations of  
1599 other subsections of this Section shall be handled under the provisions of  
1600 ARTICLE X of this Agreement. The National Joint Adjustment Board shall be  
1601 authorized to impose any remedial order for violation of this Section, including  
1602 termination of the Employer's obligation to contribute to the local industry fund.

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**SECTION 28. Industry Fund of the United States (IFUS). Contributions provided for in SECTION 28.a of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize, and improve Employer-Union relations, and promote, support, and improve the employment opportunities for Employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.**

- a. The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by IFUS trustees. The IFUS trustees shall notify the International Association of Sheet Metal, Air, Rail and Transportation Workers of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each Employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Dr., Chantilly, Virginia 20151-1219, or for the purpose of transmittal, through THE ST. LOUIS METALWORKING INDUSTRY FUND.**
- b. The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.**
- c. Grievances concerning use of IFUS funds for purposes prohibited under SECTION 28. or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of ARTICLE X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order they deem appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this SECTION and no other.**

**SECTION 29. Common Terms for Both the IFUS and the St. Louis Metalworking Industry Fund. The Union and Employer recognize that the contributions provided in SECTIONS 27 and 28 of this Article support activities that benefit the entire sheet metal industry. It is essential that Employers support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.**

1656 **Therefore, hours worked for purposes of determining the contributions required under**  
1657 **SECTIONS 27 and 28 of this Article shall include all hours worked by each Employee of**  
1658 **the Employer under any project agreement or maintenance agreement, unless**  
1659 **specifically excluded by the terms of a written addendum that is negotiated by the**  
1660 **Contractors' Association and the Local Union that are parties to this Agreement.**

1661  
1662 E. Delinquencies and Collections.

1663  
1664 SECTION 30. Due Date for Payment of Fund Contributions, and Liquidated Damages and  
1665 Interest on Late Payment.

1666  
1667 a. Payment to all Funds and Trusts as provided in this Agreement shall be due as follows:

1668  
1669 i. National Pension Fund (NPF), SASMI Trust Fund, International Training Institute  
1670 (iTi), National Energy Management Institute Committee (NEMIC), Sheet Metal  
1671 Occupational Health Institute Trust (SMOHIT), shall be due by the 20th of the month.

1672  
1673 ii. Payment to Welfare Fund, Pension Fund, St. Louis Metalworking Industry Fund  
1674 (MIF), Industry Fund of the United States (IFUS), Apprenticeship Fund and the  
1675 Educational Building and the Educational Organizational and Public Relations Fund  
1676 shall be due on the 20<sup>th</sup> day of each month for the previous month and shall be  
1677 delinquent after the 20<sup>th</sup> day of that month. Payments received by the 20<sup>th</sup> day of  
1678 that month will be accepted and no penalties, damages or interest will be charged.

1679  
1680 iii. The 401(k) payments are due by the 15<sup>th</sup> of the month and all of the above  
1681 provisions are applicable.

1682  
1683 b. Liquidated Damages and Interest.

1684  
1685 i. When payments are not received by the Fund office by that 20<sup>th</sup> day, then  
1686 liquidated damages and interest shall be calculated as described in SECTION  
1687 30.b.iv. below, from the 10<sup>th</sup> of that month.

1688  
1689 ii. If a Contractor fails to have their Fringe Benefit Form submitted to the Funds Office  
1690 by the end of the following month, they will be assessed an additional 10% Health &  
1691 Welfare charge for the month for which they failed to submit the forms. Additionally, if  
1692 they fail to have made payment of a particular month's fringes by the 20<sup>th</sup> of the  
1693 second succeeding month, the Funds Office will notify the Contractor's Employees of  
1694 the delinquency. For example: March Fringe report must be turned in by April 30<sup>th</sup> to  
1695 avoid the 10% Health & Welfare contribution assessment. If the money has not been  
1696 paid by May 20<sup>th</sup>, then the Contractor's Employees will be notified.

1697  
1698 iii. It is mutually agreed that any liquidated damages assessed by the Pension, 401(k),  
1699 National Pension Fund (NPF), Welfare, SASMI Trust Fund, Apprenticeship, St. Louis  
1700 Metalworking Industry Fund, Industry Fund of the U.S., International Training  
1701 Institute, Educational Building Fund/Educational Organizational and Public Relations  
1702 Fund (EOPR) Trustees for failure of the Employer to pay Pension, 401(k), Welfare,  
1703 SASMI Trust Fund, Industry Fund of the U.S., St. Louis Metalworking Industry  
1704 Fund, Apprenticeship, International Training Institute contributions monthly as set  
1705 forth in the Trust Agreements and this Addendum to the contract shall be binding.

1706  
1707 iv. If an Employer contribution is not received by the Trust Fund Office on the date that it  
1708 is due, the Employer is to pay each Trust Fund:

1709

- 1710 1. As liquidated damages, the sum of \$100.00 for each month that an  
1711 Employer contribution is delinquent for one (1) or more days.  
1712  
1713 2. Interest in the amount of Employer contribution that is due at the rate of 1½%  
1714 per month (1/30 of 1½% for each day).  
1715  
1716 3. Example: An Employer's contribution in the amount of \$1,000.00 is due on  
1717 July 20<sup>th</sup>; however, the Trust Fund Office does not receive payment until  
1718 August 29<sup>th</sup>. Because the payment was not received by July 20<sup>th</sup>, the  
1719 Employer is obligated for damages of \$100.00, and because payment was  
1720 still not received by August 20<sup>th</sup>, the Employer is obligated for damages of an  
1721 additional \$100.00, plus the stated rate of interest on \$1,000.00. The interest  
1722 charge would be for forty (40) days or  $40/30 \times 1\frac{1}{2}\% = 2\% \times \$1000 = \$20$  interest.  
1723 This charge would be assessed for each contribution, owed to each trust fund,  
1724 for each month it is late.  
1725

1726 SECTION 31. Allocation of Partial Payments for Delinquent Contributions and Union Dues  
1727 Deducted from wages. If the Fund Office and the Trustees of the Local Funds receive a  
1728 partial payment of delinquent contributions and Union dues deducted from Employee wages,  
1729 the partial payment shall be allocated based upon the following formula:  
1730

- 1731 a. Delinquent elective wage deferrals and employer contributions to the SMART Local  
1732 Union No. 36 401(k) Plan will be paid in their entirety.  
1733  
1734 b. Next, delinquent Union dues deducted from Employee wages will be paid in their  
1735 entirety.  
1736  
1737 c. Next, delinquent contributions to all other Local Funds will be paid on a proportionate  
1738 basis including the St. Louis Sheet Metal Apprenticeship Fund, the SMART Local Union  
1739 No. 36 Welfare Fund, the SMART Local Union No. 36 Pension Fund, and the St. Louis  
1740 Metalworking Industry Fund.  
1741  
1742 d. Next, liquidated damages and interest owed to the Local Funds will be paid on a  
1743 proportionate basis.  
1744

1745 SECTION 32. Funds Access to Payroll and Other Employer Records. The Employer agrees to  
1746 furnish the Trustees of the Welfare, Pension, 401(k), National Pension Fund (NPF), SASMI  
1747 Trust Fund, Apprenticeship Fund, St. Louis Metalworking Industry Fund, International Training  
1748 Institute, Industry Fund of the United States any or all of the following. The Funds have the  
1749 right to Audit the Employer's payroll records to determine proper wage and fringe payment.  
1750 During the audit process, employer agrees to provide the auditor with confidential access to the  
1751 following records, and any others the auditor deems relevant, relating to the audit period:  
1752

- 1753 • W-2 Reports  
1754 • Federal 941 Report and MO Unemployment Report  
1755 • Payroll Registers  
1756 • Local 36 Benefit Contribution Report  
1757 • Other local Union Benefit reports  
1758 • Daily/Weekly time sheets from the last two (2) years if applicable  
1759  
1760  
1761  
1762

1763 SECTION 33. Bonding  
1764

1765 a. All contractors will be required to post a bond to cover fringe benefit payments. After the  
1766 end of each year, the average number of Employees for each contractor for the last six  
1767 months of the year will be calculated. Based on that number of Employees, by May 1<sup>st</sup> of  
1768 each year, each contractor will be required to post a bond in the following amount:  
1769

- 1770 • 00 - 20 Employees - \$ 40,000
  - 1771 • 21 - 40 Employees - \$ 80,000
  - 1772 • 41 - 60 Employees - \$130,000
  - 1773 • 61+ Employees - \$150,000
- 1774

1775 b. New Contractors will be required to have a minimum of a \$40,000 bond until they  
1776 have been in business long enough to qualify for the above requirements, and  
1777 will be subject to a financial review by a bank of Local 36's choice.  
1778

1779 c. In addition to other remedies under this Agreement, if the contractor fails to post  
1780 the bond in the amount required by this Subsection and in the form required by the  
1781 SMART Local Union No. 36 Welfare Fund Office, the Contractor's Employer contribution  
1782 to the Welfare Fund will increase by an additional seven percent (7%) above the then  
1783 current Employer contribution rate to the Welfare Fund for each month that the  
1784 contractor has not posted the required bond.  
1785

1786 SECTION 34. Withdrawal of Employees Related to Contribution Delinquencies.  
1787

1788 a. In the event that the Employer becomes delinquent in making contributions to any  
1789 national or local Fund (including the EOPR), the Union may withdraw all Employees from  
1790 service of the Employer within three days' notice of such delinquency by the trustees.  
1791 The withdrawal of such Employees from the service of the Employer shall not constitute  
1792 a violation of any provision of this Agreement.  
1793

1794 b. Employers doing work in the area covered by this Agreement and failing to pay the  
1795 Welfare, Pension, 401(k), National Pension Fund (NPF), SASMI Trust Fund, St. Louis  
1796 Metalworking Industry Fund (MIF), Industry Fund of the United States (IFUS),  
1797 International Training Institute (iTi), National Energy Management Institute Committee  
1798 (NEMIC), Sheet Metal Occupational Health Institute Trust (SMOHIT), Apprenticeship  
1799 Fund, and the Educational Building and the Educational Organizational and Public  
1800 Relations (EOPR) Fund contributions weekly or monthly as heretofore stated shall suffer  
1801 work stoppage on all their jobs and/or shops until proper payments have been brought up  
1802 to date at no loss of pay to the men employed by them on their respective jobs.  
1803

1804 SECTION 35. Owner-Members.  
1805

1806 a. An Owner-Member is an individual who meets each of the following tests: (1)  
1807 Participates in the management of an Employer who is signatory to the Union  
1808 Agreement; (2) Has an ownership interest in an Employer or whose spouse, parent, or  
1809 child has an ownership interest in an Employer; and (3) Performs or has authority to  
1810 perform work covered by the Union Agreement, such as supervising Employees  
1811 covered by the Union Agreement, or performing work which was learned by the  
1812 individual when they worked in the trade.  
1813

1814 b. Notwithstanding any other provision in the Union Agreement, any Owner-Member  
1815 employed by an Employer, and Employer must report and contribute 150 hours at the

1816 then current sheet metal Journeyman rate per month to the SMART Local Union No.  
1817 36 Welfare Plan (Welfare Plan), the SMART Local Union No. 36 Pension Plan (Pension  
1818 Plan), and the Sheet Metal Workers National Pension Fund (NPF).

1819  
1820 c. With respect to the other Trust Funds and the EOPR, the Employer must report and  
1821 contribute for Owner-Members based upon actual hours worked with the tools by the  
1822 Owner-Member under the Union Agreement.

1823  
1824 d. The monthly reporting form will be modified so that Owner-Members are identified, and  
1825 different hours and contributions rates can be reported on Owner-Members to the  
1826 Welfare Plan, the Pension Plan and the NPF from the other Trust Funds and the EOPR.

1827  
1828

## 1829 ARTICLE IX

1830

1831 **SECTION 1. Journeyman, Apprentice, and/or Residential/Light Commercial Specialist**  
1832 **sheet metal workers covered by this Agreement are required to provide for themselves all**  
1833 **necessary hand tools listed below. Employers are responsible for supplying any**  
1834 **additional hand tools required for the job that are not listed below.**

1835

1836 Right Hand Snips	Vise grips 11R and 5WR	Hand seamers (Fairmont)	Torpedo Level
1837 Left Hand Snips	Tinners and/or Claw Hammer	Dividers	Plumb Bob
1838 Phillips Screwdriver	Utility Knife	Crescent Wrench	Flat Bar
1839 Straight Screwdriver	6' rule	Kleins/Wire Cutter	Crimpers
1840 Scratch Awl	25' Tape measure	Combination Square	Chalk Box

1841

1842 **SECTION 2. Journeyman, Apprentice, and Residential/Light Commercial Specialist sheet**  
1843 **metal workers covered by this Agreement shall not be permitted or required as a**  
1844 **condition of employment to furnish the use of automobile or other conveyance to**  
1845 **transport Employees, tools, equipment or materials from shop to job, from job to job,**  
1846 **or from job to shop; facilities for such transportation to be provided by the Employer. A**  
1847 **Contractor's Company name is to be permanently attached to truck, whenever possible.**  
1848 **Union will supply Union logo on any truck when Contractor is willing to allow it. This provision**  
1849 **shall not restrict the use of an automobile or other conveyance to transport its owner and**  
1850 **personal tools from home to shop or job at starting time or from shop or job to home at**  
1851 **quitting time.**

1852

1853 a. When Employee's personal conveyance is used during working hours, then the  
1854 Employer shall pay operating cost of said conveyance at the most current rate amount  
1855 set by the IRS. That rate is to be used for the entire calendar year per mile per  
1856 Employee from shop to jobsite and return to shop.

1857

1858 b. Employees in the residential field may use their own personal conveyance to transport  
1859 and use a three-foot (3'), four-foot (4'), or five-foot (5') step ladder furnished by the  
1860 Employer. In addition to above, all bargaining unit Employees may use their own  
1861 personal conveyance to transport and use a hand drill and service cord furnished by the  
1862 Employer.

1863

## 1864 ARTICLE X

1865

1866 **The Union and the Employer, whether party to this Agreement independently or as a**  
1867 **member of a multi-Employer bargaining unit, agree to utilize and be bound by this**  
1868 **Article.**

1869



1870 **SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or**  
1871 **enforcement of this Agreement, shall be settled between the Employer directly involved**  
1872 **and the duly authorized representative of the Union, if possible. Both parties may**  
1873 **participate in conferences through representatives of their choice. The local Employers'**  
1874 **Association or the Local Union, on its own initiative, may submit grievances for**  
1875 **determination by the Board as provided in this Section. The grievance procedure set**  
1876 **forth in the Article applies only to labor-management disputes.**

1877  
1878 **To be valid, grievances must be raised within thirty (30) calendar days following the**  
1879 **occurrence giving rise to the grievance, or, if the occurrence was not ascertainable,**  
1880 **within thirty (30) calendar days of first knowledge of the facts giving rise to the**  
1881 **grievance.**

1882  
1883 **SECTION 2. Grievances not settled as provided In SECTION 1 of this Article may be**  
1884 **appealed by either party to the Local Joint Adjustment Board where the work was**  
1885 **performed or in the jurisdiction of the Employer's home local and such Board shall**  
1886 **meet promptly on a date mutually agreeable to the members of the Board, but in no**  
1887 **case more than fourteen (14) calendar days following the request for its services, unless**  
1888 **the time is extended by mutual agreement of the parties or Local Joint Adjustment**  
1889 **Board. The Board shall consist of representatives of the Union and of the local**  
1890 **Employers' Association and both sides shall cast an equal number of votes at each**  
1891 **meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment**  
1892 **Board shall be final and binding.**

1893  
1894 **Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30)**  
1895 **days after termination of the procedures prescribed in SECTION 1 of this Article, unless**  
1896 **the time is extended by a mutual agreement of the parties.**

1897  
1898 **SECTION 3. Grievances not disposed of under the procedure prescribed in SECTION 2 of**  
1899 **this Article, because of a deadlock or failure of such Board to act, may be appealed**  
1900 **jointly or by either party to a Panel, consisting of one (1) representative appointed by the**  
1901 **Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative**  
1902 **appointed by the Management Co-Chairman of the National Joint Adjustment Board.**  
1903 **Appeals shall be mailed to the National Joint Adjustment Board, Attn: Administrative**  
1904 **Assistant, Labor Relations 4201 Lafayette Center Drive, Chantilly, VA 20151-1219.**

1905  
1906 **Notice of appeal to the Panel shall be given within thirty (30) days after termination of the**  
1907 **procedures prescribed in SECTION 2 of this Article. Such Panel shall meet promptly but**  
1908 **in no event more than fourteen (14) calendar days following receipt of such appeal**  
1909 **unless such time is extended by mutual agreement of the Panel members. Except in case**  
1910 **of deadlock, the decision of the Panel shall be final and binding.**

1911  
1912 **In establishing the grievance procedure of the Standard Form of Union Agreement, it was**  
1913 **the intent of International Association of Sheet Metal, Air, Rail and Transportation**  
1914 **Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc.**  
1915 **to establish a method for resolving grievances permitting appeals for out-of-area**  
1916 **Employers from the grievance arbitration procedures established for the territory in**  
1917 **which work is performed.**

1918  
1919 **An Employer who was not a party to the Labor Agreement of the area in which the work**  
1920 **in dispute is performed may appeal the decision of the Local Joint Adjustment Board**  
1921 **from that area, including a unanimous decision, as well as a decision of any alternative**  
1922 **arbitration tribunal established for that area, and request a Panel hearing as set forth**  
1923 **in SECTION 3 of this Article, providing such appeal is approved by the Co-Chairmen of**

1924 the National Joint Adjustment Board. Such a right of appeal shall exist despite any  
1925 contrary provision in the agreement covering the area in which the work is performed.  
1926

1927 For the purposes of this Section, an Employer who is party to the Labor Agreement of  
1928 the area in which the work in dispute is performed but has no permanent shop within  
1929 the area served by the Local Joint Adjustment Board that rendered the unanimous  
1930 decision, may also be entitled to appeal a deadlocked or unanimous Local Joint  
1931 Adjustment Board decision, and request a Panel hearing.  
1932

1933 **SECTION 4.** Grievances not settled as provided in SECTION 3 of this Article may be  
1934 appealed jointly or by either party to the National Joint Adjustment Board. Submissions  
1935 shall be made, and decisions rendered under such procedures as may be prescribed by  
1936 such Board. Appeals to the National Joint Adjustment Board shall be submitted within  
1937 thirty (30) days after termination of the procedures described in SECTION 3 of this  
1938 Article.  
1939

1940 a. The Procedural Rules of the National Joint Adjustment Board are incorporated  
1941 in this Agreement as though set out in their entirety. (Copies of the procedures  
1942 may be obtained from the National Joint Adjustment Board online at smacna.org)  
1943

1944 **SECTION 5.** A Local Joint Adjustment Board, Panel and the National Joint Adjustment  
1945 Board are empowered to render such decisions and grant such relief to either party, as  
1946 they deem necessary and proper, including awards of damages or other compensation.  
1947

1948 **SECTION 6.** In the event of non-compliance within thirty (30) calendar days following the  
1949 mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint  
1950 Adjustment Board, a local party may enforce the award by any means including  
1951 proceedings in a court of competent jurisdiction in accord with applicable state and  
1952 federal law.  
1953

1954 a. If the party seeking to enforce the award prevails in litigation, such party  
1955 shall be entitled to its costs and attorney's fees in addition to such other  
1956 relief as is directed by the courts. Any party that unsuccessfully challenges the  
1957 validity of an award in a legal proceeding shall also be liable for the costs and  
1958 attorneys' fees of the opposing parties in the legal proceedings.  
1959

1960 **SECTION 7.** Failure to exercise the right of appeal at any step thereof within the time limit  
1961 provided therefore shall void any right of appeal applicable to the facts and remedies of  
1962 the grievances involved. There shall be no cessation of work by strike or lockout during  
1963 the pendency of the procedures provided for in this Article. Except in the case of  
1964 deadlock, the decision of the National Joint Adjustment Board shall be final and binding.  
1965

1966 **SECTION 8.** In addition to the settlement of grievances arising out of interpretation or  
1967 enforcement of this Agreement as set forth in the preceding sections of this Article,  
1968 any controversy or dispute arising out of the failure of the parties to negotiate a  
1969 renewal of this Agreement shall be settled as hereinafter provided:  
1970

1971 a. Should the negotiations for a renewal of this Agreement or negotiations regarding  
1972 a wage/fringe reopener become deadlocked in the opinion of the Union  
1973 representative(s) or the Employer('s) representative(s), or both, notice to that  
1974 effect shall be given to the National Joint Adjustment Board.  
1975

1976 If the Co-Chairmen of the National Joint Adjustment Board believe the dispute  
1977 might be adjusted without going to final hearing before the National Joint

1978 Adjustment Board, each will then designate a Panel representative who shall  
1979 proceed to the local where the dispute exists as soon as convenient, attempt to  
1980 conciliate the differences between the parties and bring about a mutually  
1981 acceptable agreement.

1982  
1983 If such Panel representatives or either of them conclude that they cannot resolve  
1984 the dispute, the parties thereto and the Co-Chairmen of the National Joint  
1985 Adjustment Board shall be promptly so notified without recommendation from the  
1986 Panel representatives. Should the Co-Chairmen of the National Joint Adjustment  
1987 Board fail or decline to appoint a Panel member or should notice of failure of the  
1988 Panel representatives to resolve the dispute be given, the parties shall promptly  
1989 be notified so that either party may submit the dispute to the National Joint  
1990 Adjustment Board.

1991  
1992 In addition to the mediation procedure set forth above or as an alternate thereto,  
1993 the Co-Chairmen of the National Joint Adjustment Board may each designate a  
1994 member to serve as a Subcommittee and hear the dispute in the local area. Such  
1995 subcommittees shall function as arbitrators and are authorized to resolve all or  
1996 part of the issues. They are not, however, authorized to deadlock and the matter  
1997 shall be heard by the National Joint Adjustment Board in the event a  
1998 Subcommittee is unable to direct an entire resolution of the dispute.

1999  
2000 The dispute shall be submitted to the National Joint Adjustment Board pursuant to  
2001 the rules as established and modified from time to time by the National Joint  
2002 Adjustment Board. The unanimous decision of said Board shall be final and  
2003 binding upon the parties, reduced to writing, signed and mailed to the parties as  
2004 soon as possible after the decision has been reached. There shall be no cessation  
2005 of work by strike or lockout unless and until said Board fails to reach a unanimous  
2006 decision and the parties have received written notification of its failure.

2007  
2008 b. Any application to the National Joint Adjustment Board shall be upon forms  
2009 prepared for that purpose subject to any changes, which may be decided by the  
2010 Board from time to time. The representatives of the parties who appear at the  
2011 hearing will be given the opportunity to present oral argument and to answer any  
2012 questions raised by members of the Board. Any briefs filed by either party  
2013 including copies of pertinent exhibits shall also be exchanged between the parties  
2014 and filed with the National Joint Adjustment Board at least twenty-four (24) hours  
2015 in advance of the hearing.

2016  
2017 c. The National Joint Adjustment Board shall have the right to establish time limits,  
2018 which must be met with respect to each and every step or procedure, contained  
2019 in this section. In addition, the Co-Chairmen of the National Joint Adjustment  
2020 Board shall have the right to designate time limits which will be applicable to  
2021 any particular case and any step therein which may be communicated to the  
2022 parties by mail, facsimile or telephone notification.

2023  
2024 d. Unless a different date is agreed upon mutually between the parties or is  
2025 directed by the unanimous decision of the National Joint Adjustment Board, all  
2026 effective dates in the new agreement shall be retroactive to the date immediately  
2027 following the expiration date of the expiring agreement.

2028  
2029 **SECTION 9. Employers not contributing to the Industry Fund of the United States (IFUS)**  
2030 **will be assessed a fee to be determined periodically by the Administrator of the National**

2031 **Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration**  
2032 **under the provisions of ARTICLE X.**

2033  
2034 **SECTION 10. In addition to the settlement of disputes provided for in SECTION 1 through**  
2035 **8 of this Article, either party may invoke the services of the National Joint Adjustment**  
2036 **Board to resolve disputes over the initial establishment of terms for specialty addenda, if**  
2037 **the provisions of ARTICLE X have been adopted in their entirety, and without**  
2038 **modification.**

2039  
2040 **Such a dispute may be submitted upon the request of either party any time that local**  
2041 **negotiations for such an agreement have been unsuccessful. Such a dispute shall be**  
2042 **submitted to the National Joint Adjustment Board pursuant to the rules as established**  
2043 **and modified from time to time by said Board. The unanimous decision of said Board**  
2044 **shall be final and binding upon the parties. There shall be no strike or lockout over such**  
2045 **a dispute.**

2046  
2047 **SECTION 11. In administering and conducting dispute resolution activities under the**  
2048 **arbitration procedures of the Standard Form of Union Agreement, the National Joint**  
2049 **Adjustment Board, the International Association of Sheet Metal, Air, Rail and**  
2050 **Transportation Workers, the Sheet Metal and Air Conditioning Contractors' National**  
2051 **Association, Inc. and their representative, are functioning as arbitrators and not as the**  
2052 **representative of any entity that is party to such dispute. Therefore, they shall enjoy all**  
2053 **the rights, privilege, and immunities afforded to arbitrators under applicable law.**

2054

2055

2056

2057

## ARTICLE XI

2058

2059 **SECTION 1. All duly qualified Apprentices shall be under the supervision and control of a**  
2060 **Joint Apprenticeship and Training Committee (JATC) composed of an equal number of**  
2061 **trustees, half of whom shall be selected by Employer and half by the Union. There shall**  
2062 **be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall**  
2063 **formulate and make operative such rules and regulations as they may deem necessary**  
2064 **and which do not conflict with the specific terms of this Agreement, to govern eligibility,**  
2065 **registration, education, transfer, wages, hours, working conditions of duly qualified**  
2066 **Apprentices and the operation of an adequate Apprentice system to meet the needs and**  
2067 **requirements of the trade. Said rules and regulations when formulated and adopted by**  
2068 **the parties hereto shall be recognized as part of this Agreement.**

2069

2070 **SECTION 2. The Joint Apprenticeship and Training Committee designated herein shall**  
2071 **serve for the life of this Agreement, except that vacancies in said Joint**  
2072 **Apprenticeship and Training Committee caused by resignation or otherwise, may be**  
2073 **filled by either party hereto, and it is hereby mutually agreed by both parties hereto**  
2074 **that qualified Apprentices be given every opportunity to secure proper technical and**  
2075 **practical education experience in the trade, under the supervision of the Joint**  
2076 **Apprenticeship and Training Committee.**

2077

2078 **a. The parties will review the needs for specialized and skill-upgrade training and**  
2079 **cooperate to establish necessary programs, which will then be supervised by the**  
2080 **Joint Apprenticeship Training Committee.**

2081

2082 **SECTION 3. It is the understanding of the parties to this Agreement that the funds**  
2083 **contributed by signatory Employers to the International Training Institute and any Local**  
2084 **Joint Apprenticeship and Training Fund (Local JATC) will not be used to train**

2085 **Apprentices or Journeyperson who will be employed by Employers in the Sheet**  
2086 **Metal Industry not signatory to a collective bargaining agreement providing for**  
2087 **contributions to the International Training Institute and a Local JATC. Therefore, the**  
2088 **trustees of the International Training Institute and Local JATC shall adopt and**  
2089 **implement a Scholarship Loan Agreement Program which will require Apprentices and**  
2090 **Journeyperson employed by signatory Employers to repay the cost of training either by**  
2091 **service following training within the union sector of the industry or by actual repayment**  
2092 **of the cost of training if the individual goes to work for a non-signatory Employer in**  
2093 **the Sheet Metal Industry. The cost of training shall include the reasonable value of all**  
2094 **International Training Institute and Local JATC materials, facilities and personnel**  
2095 **utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement,**  
2096 **the Local JATC shall be prohibited from utilizing International Training Institute materials**  
2097 **and programs.**  
2098

2099 a. In order for Journeyperson to remain current on technological changes in the  
2100 industry, the Joint Apprenticeship Training Committee will develop appropriate  
2101 continuing education programs for Journeypersons. Employers and Union will make  
2102 extra effort to encourage their Journeyperson to participate in the programs.  
2103

2104 SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and  
2105 Training Committee and the Joint Apprenticeship and Training Committee shall grant  
2106 Apprentices on the following basis and will be defined as a companywide ratio that must be  
2107 maintained by each Employer; With one (1) Journeyperson to one (1) Apprentice; and then  
2108 permit an additional Apprentice for every two Journeypersons thereafter.  
2109

2110 a. Therefore, the Journeyperson to Apprentice Ratio would be 1:1, 2:1, 3:2, 5:3, etc.  
2111 SMACNA-St. Louis and Union agree that jobsite ratios are at the discretion of the  
2112 Employer, so long as the overall Employer workforce ratio listed above is maintained, on  
2113 a given jobsite a ratio of one (1) apprentice for each Journeyperson will be allowed.  
2114 Employers must be current with local and international fringe benefits to receive  
2115 Apprentices. **An Employer will not be entitled to a new Apprentice if the Employer**  
2116 **has an Apprentice on layoff for lack of work.**  
2117

2118 b. During a reduction in workforce, Apprentices will be laid off in reverse order of hire.  
2119 However, the intention of this requirement is not to force a Contractor to employ an  
2120 Apprentice who is not performing to such standards as will ensure continued  
2121 employment as a Journeyperson.  
2122

2123 i. Therefore, Employers may retain an Apprentice(s) who started later in the program if  
2124 Apprentice(s) has demonstrated superior skills and/or work habits.  
2125

2126 c. The Apprentice Committee shall maintain a record of all "Contractor's Report on  
2127 Apprentice Progress" for each apprentice, documenting any prior and ongoing problems  
2128 and/or challenges such as absenteeism, attitude, abilities, etc.  
2129

2130 i. The Apprentice Committee will not approve this exception for Employers who layoff  
2131 Apprentices receiving higher wages merely to employ Apprentices making lower  
2132 wages.  
2133

2134 d. The Committee may not grant Apprentices without the consent of the Business Manager  
2135 of the Union; however, if an Employer complies with the terms of this Agreement and the  
2136 rules of the Apprentice Committee, the consent will not be unreasonably withheld.  
2137

- 2138 e. There will be established a Joint Committee of representatives of Union and  
2139 SMACNA-St. Louis for the purpose of studying methods and making recommendations  
2140 to improve recruitment of Apprentices into the Local 36 Apprenticeship program.  
2141  
2142 i. This Committee will have the support of SMACNA-St. Louis to implement those  
2143 recommendations, in order to insure top quality applicants into the Local 36  
2144 Apprenticeship Program.  
2145

2146 **SECTION 5. Each Apprentice shall serve an Apprenticeship of 10,000 hours and such**  
2147 **Apprentices shall not be in charge of work on any job and shall work under the**  
2148 **supervision of a Journeyman until Apprenticeship terms have been completed and**  
2149 **they have qualified as Journeyman.** During the last 2000 hours, the Apprentice may work  
2150 alone at the discretion of the Employer but cannot supervise work.  
2151

- 2152 a. All applicants for Apprenticeship shall have at least a high school diploma or a state  
2153 authorized high school equivalent certificate.  
2154

2155 **SECTION 6. Sheet Metal Apprentices Wage Rates are based on a graduated percentage**  
2156 **of Sheet Metal Journeyman Wage Rates. Sheet Metal Apprentice Wage Rate and**  
2157 **Fringe Benefits Schedules will be distributed annually.**  
2158

2159 SECTION 7. Joint Apprentice Training Program requires Sheet Metal Apprentices to attend  
2160 school four (4) five-day (5-day) sessions per year.  
2161

- 2162 a. Two (2) of these five-day (5-day) sessions would be between January and May 31<sup>st</sup> (or  
2163 June 30<sup>th</sup> depending on the number of students). The other two (2) five-day (5-day)  
2164 sessions would be between August and December 31<sup>st</sup>.  
2165  
2166 i. These dates are subject to change by the Apprentice Committee in order to meet the  
2167 requirements of the International Training Institute Fund.  
2168  
2169 b. The Sheet Metal Apprentices will attend 160 hours of training per year for the first four  
2170 (4) years.  
2171  
2172 c. New Sheet Metal Apprentices will be required to take and complete a drafting class at  
2173 night before they start their Apprentice Training.  
2174  
2175 d. New Sheet Metal Apprentices will also be required to attend a OSHA30 Training course  
2176 during the regular workweek before they start their Apprenticeship Training.  
2177

2178 SECTION 8. An Employer may hire one relative of an owner who might logically succeed to  
2179 ownership as a Sheet Metal Apprentice and the Joint Apprenticeship and Training Committee  
2180 agrees to indenture same. This SECTION is effective only with the knowledge and consent of  
2181 Union.  
2182

2183 SECTION 9. Each Sheet Metal Apprentice will be given a list of tools which Journeymen  
2184 are expected to have when they arrive on a jobsite, as defined in ARTICLE IX, SECTION 1 of  
2185 this Agreement.  
2186

2187 SECTION 10. **It is hereby agreed that the Employer may apply to the Joint**  
2188 **Apprenticeship and Training Committee and the Joint Apprenticeship and Training**  
2189 **Committee shall grant a Sheet Metal Apprentice on the basis of the provisions detailed in**  
2190 **ARTICLE XI, SECTION 4. Any Sheet Metal Apprentice of the Employer on layoff at the**

2191 **effective date of this Agreement must be rehired before said Employer is entitled to any**  
2192 **new Sheet Metal Apprentice. Thereafter, the same conditions and ratios shall apply.**  
2193

2194 a. **In the event the Employer is entitled to employ a Sheet Metal Apprentice and**  
2195 **the Union fails to respond to the Employer's written request to furnish a Sheet**  
2196 **Metal Apprentice within forty-eight (48) hours, the Employer may hire such**  
2197 **Employees and refer them to the Joint Apprenticeship and Training Committee for**  
2198 **enrollment.** The process of finding an applicant may take up to two (2) weeks, due the  
2199 necessity of passing a drug test and physical plus the applicant may have to give a two  
2200 (2) week notice to their current Employer. Sheet Metal Apprentice wage and fringe  
2201 benefit rates will be in accordance with the wage schedules distributed annually.  
2202

2203 i. Sheet Metal Apprentices will be assigned from the Apprenticeship List established by  
2204 the Joint Apprenticeship and Training Committee.  
2205

2206 ii. The Sheet Metal Apprentice will be indentured into the Apprenticeship Program and,  
2207 if the Employer desires, will remain with the Employer for whom they began their  
2208 Apprenticeship regardless of that Employer's Apprentice/ Journeyperson ratio as  
2209 long as they still employ a minimum of three (3) Journeyperson.  
2210

2211 **SECTION 11. National Pension Fund contributions for Apprentices will be paid on all hours**  
2212 **worked as per the Wage & Fringe Benefits Schedules distributed annually. The parties shall**  
2213 **make all necessary arrangements so that any Apprentices being reclassified shall**  
2214 **experience no break benefits coverage.**  
2215

2216

## 2217 **ARTICLE XII**

2218

2219 **SECTION 1. All Members shall complete a Thirty-hour Occupational Safety and Health**  
2220 **Administration (OSHA30) Construction Outreach Training Program, as well as any mandatory**  
2221 **refresher course, as a condition of employment in the sheet metal industry. Such training**  
2222 **shall be completed on the Employee's time.**  
2223

2224 a. **The parties to this Agreement shall take appropriate steps to provide that the cost**  
2225 **of any materials used in such training, as well as the costs associated with**  
2226 **providing instruction, shall be paid for by the Local Joint Apprenticeship and**  
2227 **Training Fund.**  
2228

2229 **SECTION 2. The parties are committed to maintaining a workplace that is safe,**  
2230 **productive, and free of alcohol and illegal drugs. Therefore, they established the St. Louis**  
2231 **Construction Industry Substance Abuse Consortium Program, a substance abuse program**  
2232 **which will includes the following components: owner mandated, reasonable suspicion,**  
2233 **post-accident, and random drug and alcohol testing.**  
2234

2235 a. **In the case of random testing, the procedures shall be administered so that such**  
2236 **testing is conducted in a manner that is truly random. The testing program shall**  
2237 **be conducted on an industry wide basis, and in conformity with all applicable**  
2238 **laws.**  
2239

2240 i. No Employees will be excused from initial testing.  
2241

2242 ii. The Local 36 Equality Fund will pay the cost of testing under this Program except  
2243 that the Contractor will pay the additional cost of on-jobsite testing which is above the  
2244 cost of off-jobsite testing.

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- iii. If the individual is unable to provide a urine sample within one hour, then they will be subject to a swab or hair test sample, unless an Employer has different requirements.

### ARTICLE XIII

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

#### SECTION 2. HVAC & Sheet Metal EXPERTISE

- a. Use for Partnerships and Advertising.
- b. Should be hung at all shops, offices, gang-boxes, Union Hall, Training School and handed out in Apprenticeship Applicant Packages.

- E Excellence
- X Expertise
- P Professional
- E Education
- R Responsibility/Respect for others/by others
- T Tradition/Training
- I International/Integrity
- S Safety
- E Experience/Eliminate waste

SECTION 3. Architectural Contractors and Union Committee agree to continue to be proactive about problems with Carpenters, Ironworkers, and Roofers.

SECTION 4. Employer shall carry Workers' Compensation and Unemployment insurance on all Employees covered in the bargaining unit. It is further agreed when an Employee is injured during working hours in shop or on job, said Employee shall be paid for the time required to visit a physician during the day of injury.

SECTION 5. It is hereby mutually agreed that a joint committee be established to investigate working conditions of the Employees relating to safety and sanitation and refer violations to the Joint Adjustment Board. Safety equipment shall be furnished by the Contractor and will be in accordance with the Federal Occupational Safety and Health Act. The Contractor will be responsible for enforcing the rules and the Employee will be responsible for complying with these rules. Employer is to furnish hard hats, cutting goggles, welding hoods and lenses, and hearing protection. Employee is to furnish safety shoes and be properly attired.

SECTION 6. A Workmanship Guarantee has been implemented to guarantee Installation skills by skilled craftspersons. Contractors agree to insist that work is performed in accordance with SMACNA Standards. The Workmanship Guarantee Committee shall have the authority to expend monies as necessary for the continued promotion of the Workmanship Guarantee program.



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## ARTICLE XIV

**SECTION 1.** This Agreement and Addendum shall become effective on the 1<sup>st</sup> day of August 2022 and remain in full force and effect until the 31<sup>st</sup> day of July 2028 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party, by written notice, provided, however, that, if this Agreement contains ARTICLE X, SECTION 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under ARTICLE X, SECTION 8, have been otherwise completed.

- a. Any conflict between a term or condition of the Standard Form of Union Agreement and the Addendum to the Standard Form of Union Agreement is to be resolved in favor of the latter as long as it is not a detraction from the Standard Form of Union Agreement.

**SECTION 2.** If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to ARTICLE X, SECTION 8, of the Agreement.

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

**SECTION 4.** Each Employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement or during the term of any extension, modification or amendment of this Agreement. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

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

**SECTION 6.** The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the

2353 **International Association of Sheet Metal, Air, Rail and Transportation Workers, nor the**  
2354 **Sheet Metal and Air Conditioning Contractors' National Association, Inc., has acted as**  
2355 **the bargaining representative of any entity that may adopt all or part of the language of**  
2356 **the Standard Form of Union Agreement. Furthermore, neither the International**  
2357 **Association of Sheet Metal, Air, Rail and Transportation Workers nor the Sheet Metal and**  
2358 **Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to**  
2359 **any such collective bargaining agreement including such language.**

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2361 **SECTION 7. In applying the terms of this Agreement and in fulfilling their obligations**  
2362 **thereunder, neither the Employer nor the Union will discriminate in any matter prohibited**  
2363 **by law.**

2364  
2365 ~End Standard Form of Union Agreement and Addendum~

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**GUTTER COMPANY ADDENDUM**

**to**

**STANDARD FORM OF UNION AGREEMENT**

**between**

**SHEET METAL AIR CONDITIONING CONTRACTORS'  
NATIONAL ASSOCIATION-ST. LOUIS CHAPTER**

**and**

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL  
AND TRANSPORTATION WORKERS, LOCAL UNION NO. 36, AFL-CIO**

**AUGUST 1, 2022, THROUGH JULY 31, 2028**

SECTION 1. All Gutter Company Employees must be hired through the Union Referral System. If the Union cannot supply the Contractor with qualified people forty-eight (48) hours after the request, the Contractor may seek Employees from other sources provided the Union is notified immediately upon employment.

- a. A new Gutter Company Employee will be required to join the Union and have all necessary paperwork completed after eight (8) days.
- b. Gutter Company Employees must go before the Business Representative and through the Hiring Hall before leaving one company to go to another.
- c. Gutter Company Employees are encouraged to take night classes to prepare for the Journey person's test. There is no cost for night classes if completed.
- d. All Gutter Company Employees are encouraged to attend classes at the Apprenticeship School to keep up with the latest developments in the trade regardless of whether or not they have passed the Journey person's test.
- e. Employees As a condition of job referrals and continued employment, all Gutter Company Employees working under the terms of this agreement must submit written proof to Union and their Employer of their successful completion of the Thirty-hour Occupational Safety and Health Administration (OSHA30) Construction Outreach Training Program.
  - i. All Employees are required to keep current with any OSHA30 Training requirements.
  - ii. When a Gutter Company Employee is scheduled to attend the OSHA30 Training course, they will not be compensated for their time.

SECTION 2. Regular workdays are Monday through Friday, eight (8) hour days. Flexible work hours are 6:00 a.m. to 4:30 p.m.

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SECTION 3. Gutter Company Make-Up Days

- a. If one or more days are lost during the regular work week due to inclement weather, and if the member has not worked over thirty-two (32) hours for that week, Saturday may be used as a voluntary Make-Up Day for Architectural Company work.
- b. Contractor must submit a Request for Saturday Make-Up Day form to the Union for approval no later than 12:00 p.m. NOON on the Friday before work is to occur.
  - i. Missing portions of two (2) days that equal one (1) day will be allowed to request the use of a Saturday make-up day.
  - ii. If these Employees work at another jobsite where the Employees are being paid overtime, they shall also receive the overtime rate.
- c. Union may make Employee whole when this Saturday Make-Up Day is worked.
  - i. Contractor must submit Request for Reimbursement of Saturday Make-Up Day form within thirty (30) days of the Saturday the work occurred. Upon approval, Union will reimburse Contractor (Regular Rate ÷ 2 x Number of hours worked).
- d. This does not apply to Industrial or National Maintenance Agreement jobsites.

SECTION 4. At least one (1) Employee is required to be a Journeyman (GJ) from each Gutter Company.

Gutter Company Employee Categories:

- GA Gutter Truck Assistant0000 – 0499 hours
- GB Gutter Truck Assistant0500 – 0999 hours
- G3 Gutter Truck Assistant1000 – 1999 hours
- G4 Gutter Truck Assistant2000 – 2999 hours
- GTO Gutter Truck Operator3000 + hours
- GJ Gutter Truck Journeyman

SECTION 5. Wage Rate and Fringe Benefits Schedules are distributed annually.

- a. If any Gutter Company Employee is paid more than required by this Agreement, the overpayment must also be shown on Employee's paycheck stub.

SECTION 6. As a condition of job referrals and continued employment, all Employees working under the terms of this Gutter Company Addendum must comply with the St. Louis Construction Industry Substance Abuse Consortium Program as defined in ARTICLE XII, SECTION 2 of the Standard Form of Union Agreement and Addendum.

SECTION 7. Grievance Procedure - Refer to ARTICLE X, SECTIONS 1 through 8 of the Standard Form of Union Agreement and Addendum.

*~End, Gutter Truck Addendum~*

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**SERVICE and REPLACEMENT ADDENDUM**  
**to**  
**STANDARD FORM OF UNION AGREEMENT**

*between*

**SHEET METAL AIR CONDITIONING CONTRACTORS’  
NATIONAL ASSOCIATION-ST. LOUIS CHAPTER**

*and*

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL  
AND TRANSPORTATION WORKERS, LOCAL UNION NO. 36, AFL-CIO**

**AUGUST 1, 2022, THROUGH JULY 31, 2028**

SECTION 1. This Addendum covers the rates of pay, rules and working conditions of all Employees of the Employer engaged in repairing, replacing and servicing of all heating and air conditioning systems on such residences. It does not cover initial installations.

- a. Residential shall be defined as any dwelling, including nursing and retirement homes, motels, hotels and dormitories all of which are individually conditioned by separate and individual units or systems.
- b. Residential/Light Commercial Service work shall be as specified by the St. Louis County Journeyman Mechanical License.

SECTION 2. None of the work covered by this Addendum shall be subcontracted by the Employer, except to another Employer that is party to an agreement with the Union.

SECTION 3. The day that an applicant (other than an Apprentice) is hired, the Employer will refer the Employee to the offices of the Union, which will issue any work authorization needed for a thirty-day (30-day) trial period.

- a. The applicant may be terminated at any time during that thirty (30)-day period by the Employer, and the Employer need state no reason for such termination.
  - i. The grievance procedure may not be used by the applicant or the Union to challenge any such termination.
  - ii. Employees covered by this Addendum will be required by their Employer, or prospective Employer, to sign an Authorization/Release to allow the Employer to obtain background information on the Employee.
- b. In order to project a professional image, the Employer reserves the right to require service technicians to wear company-approved apparel. Cost to Employees not to exceed 50% of total cost.
- c. Employers in the Service/Replacement markets will require their Employees to wear appropriate visible identification.

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- d. Summer Help: Refer to ARTICLE IV, SECTION 1.c.vi. Group IV Language indicated in the Standard Form of Union Agreement and Addendum.

SECTION 4. The Employer agrees to require membership in the Union, as a condition of continued employment, of all Employees performing any work covered by this Addendum within eight (8) days from the beginning of such employment.

- a. When an Employer has five or more individuals working under this Addendum, the Union reserves the right to appoint one of those individuals to the position of Steward.
  - i. The Steward is to be a working Steward and retains the same rights, obligations and restrictions as Stewards described within the main contract.

SECTION 5. Owner-Members:

- a. An Owner-Member is an individual who meets each of the following tests: (1) Participates in the management of an Employer who is signatory to the Union Agreement; (2) Has an ownership interest in an Employer or whose spouse, parent, or child has an ownership interest in an Employer; and (3) Performs or has authority to perform work covered by the Union Agreement, such as supervising Employees covered by the Union Agreement, or performing work which was learned by the individual when they worked in the trade.
- b. Notwithstanding any other provision in the Union Agreement, any Owner-Member employed by an Employer, and Employer must report and contribute 150 hours per month at the then current service Journeyperson rate to the SMART Local Union No. 36 Welfare Plan (Welfare Plan), the SMART Local Union No. 36 Pension Plan (Pension Plan), and the Sheet Metal National Pension Fund (NPF).
- c. With respect to the other Trust Funds and the EOPR, the Employer must report and contribute for Owner-Members based upon actual hours worked with the tools by the Owner-Member under the Union Agreement.
- d. The monthly reporting form will be modified so that Owner-Members are identified, and different hours can be reported on Owner-Members to the Welfare Plan, the Pension Plan and the NPF from the other Trust Funds and the EOPR.

SECTION 6. The regular working day shall consist of eight hours labor in the shop or on the job between 6:00 a.m. and 4:30 p.m. and the regular working week shall consist of five (5) consecutive eight-hour (8hr) days' labor in the shop or on the job beginning with Monday and ending with Friday each week. The regular work week is forty (40) hours or five (5) eight-hour (8hr) days.

- a. As an alternative, the regular working day may consist of ten (10) hours labor in the shop or job site between 6:00 a.m. and 6:00 p.m. and the regular work week shall consist of four (4) ten (10) hour days labor in the shop or on the job site, Monday through Thursday or Tuesday through Friday. Any work over 10 hours per day (Monday through Friday) shall be paid at one and one-half (1-1/2) time the Employee's regular straight time rate of pay. Monday through Thursday or Tuesday through Friday hours will not exceed more than forty (40) straight time hours. Any hours over 40 will be paid at one and one-half (1-1/2) times the regular rate.
  - i. Contractor, members, and the Union must be agreeable to this work schedule.

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- ii. Contractors will submit proper forms to be submitted with the Union at least one (1) week prior to starting a job fitting the description above, or in special circumstances, as soon as possible. THESE REQUESTS WILL BE MEMBER SPECIFIC.
  - iii. If this schedule is being utilized, any work outside of the Monday-Thursday or Tuesday-Friday work schedule will be performed at one and one-half (1-1/2) times the regular rate.
- b. A decision not to work may not be held against the Employee.
- c. All work performed outside of regular workday shall be paid at one and one-half (1-1/2) times the regular rate.

2593 SECTION 7. When instructed by the Employer, the designated Employee or Employees will  
2594 receive one (1) hour's pay per day for being on "stand-by" or "on-call" regardless of the number  
2595 of hours worked

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- a. It is agreed that "stand-by" or "on-call" work will be paid at the amount of base wage rate.
    - i. If any Regular Sheet Metal Journeyperson who is working as a Service Technician is asked to be on "stand-by" or "on-call", they will be paid as and are subject to the same "stand-by" or "on-call" provisions as a Service Technician as described herein.
  - b. When a "stand-by" or "on-call" service call is made, the Employee will be paid from the time they leave their home through the time they finish the call.
    - i. If picking up a van/truck from the shop, Employee will be paid from departure from the shop until return to the shop.
    - ii. If performing multiple service calls, Employee will be paid for the drive time between calls.
    - iii. If a service call is not handled in a timely manner, "stand-by" or "on-call" pay is forfeited.
    - iv. No fringes will be paid on "stand-by" or "on-call".
  - c. Except in emergency situations, the Employer must notify the Employee the day before of their work assignment for the following day.
  - d. The Employee must call the Employer during regular working hours for their next day's assignment.

2623 SECTION 8. One (1) week vacation will be allowed between May 1<sup>st</sup> and September 30<sup>th</sup>.

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- a. New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Veteran's Day, the day after Thanksgiving, Presidential Election Day, or days locally observed as such and Saturday and Sunday shall be recognized as Holidays. If a Holiday falls on a Saturday, the Holiday will be observed on the preceding Friday. If a Holiday falls on a Sunday, the holiday will be observed as the following Monday. All work performed on Holidays shall be paid as follows: One and one-half (1-1/2) times the regular rate.

- 2631 i. However, an Employee may work the following holidays at straight time if agreed  
 2632 upon by the Employee, the Employer, and the Union: Martin Luther King Day;  
 2633 Veteran's Day; and The Day After Thanksgiving.  
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- 2635 b. For those working under this Addendum, it is agreed that work performed on Easter  
 2636 Sunday, Labor Day, Thanksgiving Day and Christmas Day will be paid at two (2) times  
 2637 the regular rate of pay. Easter Sunday, Labor Day and Thanksgiving Day will be  
 2638 recognized on their established calendar days. Christmas Day will be recognized as the  
 2639 25<sup>th</sup> of December, regardless of the day of the week on which December 25<sup>th</sup> falls.  
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2641 SECTION 9. Standard Job Classifications:  
 2642

- 2643 a. Service Journeyperson (Service Technician) shall be capable of performing all  
 2644 residential installation and be able to work on all units of work contracted by the  
 2645 Company including residential and light commercial service on a limited basis with little  
 2646 or no additional training.  
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- 2648 i. Light Commercial is defined as a commercial building or rental space of 6,000  
 2649 square feet or less in which no single unit exceeds twenty-five (25) tons of air  
 2650 conditioning or 300,000 BTU's heating. Light Commercial does not include enclosed  
 2651 shopping malls or tenant finish work in office buildings. However, the Negotiating  
 2652 Committee will review on a regular basis the effectiveness of this definition.  
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- 2654 b. A Residential/Light Commercial Specialist (Specialist) classification will be included and  
 2655 may be employed on the following ratio: For every three (3) Apprentices employed, the  
 2656 Employer may employ (1) Specialist.  
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- 2658 i. Specialists will be hired through the Union, and Employers must maintain their ratios  
 2659 through hiring and layoff situations.  
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- 2661 c. For residential work only as defined in ARTICLE VI, SECTION 8 of the main contract,  
 2662 Specialists may be used in the shop as well as in the field.  
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- 2664 d. An outside contracted Service Training Program may be adopted with the approval of the  
 2665 Apprentice Committee for Residential/Light Commercial Specialists.  
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2667 SECTION 10. Wage Rate and Fringe Benefits Schedules are distributed annually.  
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- 2669 a. Man-Hour Formula: For each year, the man-hours for the period of May 1 of the previous  
 2670 year through April 30 of the current year will be used to determine the August 1 increase.  
 2671

Date	Wage Increase
08/01/2022	\$2.11
08/01/2023	3% of SM TP
08/01/2024	3% of SM TP
08/01/2025	For these three years, if the man-hours the previous year (May 1 through April 30) are less than 2.1 million, increase will be 2.75% of SM TP. If the man-hours the previous year are more than 2.1 million, the increase will be 3.25% of SM TP.
08/01/2026	
08/01/2027	

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- 2685 i. Man-hours will be calculated by ALL hours reported to the SMART Local Union No.  
 2686 36 Benefit Funds Office.



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- b. The Union will have the right to allocate increases between wages and Employer contributions to Employee benefit trust funds and make any necessary contributions to the existing Employee benefit trust funds when required.
  - c. Union agrees to maintain one year reserve in the equality fund to help maintain and increase market share and man-hours.
  - d. The hourly contribution for Service Journeyman to iTi-NEMIC-SMOHIT will be the same as for Sheet Metal Journeyman.
  - e. Any Employee receiving a higher basic hourly wage rate at the time the Employer signs this agreement shall be paid no less than that rate.
  - f. Increases are to be given to all Employees, regardless of present wage level.
  - g. Employees who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.
  - h. New Hires - Refer to ARTICLE VIII, SECTION 8.b., language indicated in the Standard Form of Union Agreement and Addendum.
  - i. The Employer agrees to be bound by the terms of all of the fringe benefit trust agreements provided for in the Standard Form of Union Agreement in effect at the time work is performed by such an Employee. Fringe benefit contributions shall be made pursuant to the terms of such Standard Form of Union Agreement.
    - i. SASMI payments in the Service Addendum will ONLY be required for the Light Commercial Service Specialist category.
  - j. Amounts or percentages to be paid to the Welfare Fund, Industry Fund, iTi, IFUS, Apprentice Fund, Local Pension Fund, 401(k) Fund, National Pension Fund, SASMI and EOPR Fund will be in accordance with Wage Rate and Fringe Benefits Schedules for the Service and Replacement Addendum.
  - k. In order to maintain and increase man-hours and market share in the Service and Replacement Addendum, Union agrees to continue the Clean and Check and Replacement Reimbursement Program and Employers agree to bid the work aggressively and competitively.
  - l. Employer will sign any participation agreement requested by any of these Trust Funds. Unless otherwise specified, payments are to be made to such party and place as directed by the trustees of each of the funds.
  - m. On new residential work and residential replacement work hours for Journeymen who have proper Sheet Metal Journeyman Mechanical Licenses from St. Louis County and/or equivalent (as defined in ARTICLE IV, SECTION 1.j., the Union will remit the following in order to equalize. This will only be paid on Journeymen whose licenses are current.
    - i. There will be a Residential Rebate amount which will be calculated on the basis of 7.6% of each total wage rate and fringe benefit package.

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- n. Equality Fund to allow restitution only up to ninety (90) days after the work has been completed.

SECTION 11. Employee will supply ALL hand tools as listed below, including non-digital gauges. Contractors will supply all testing equipment, torches, power tools, cell phones, electronic tablets and laptops which Contractor requires an Employee to use, with the understanding that if they are lost or damaged by the responsible Employee (not due to an Employee's normal use), then the Employee must replace them.

Tinner Hammer	Set of Files	Set of End and Box End Wrenches ( $\frac{5}{16}$ " - 1")
Tin Snips (Straight, L & R)	Hack Saw	Refrigeration Manifold non-digital Gauge Set
Claw Hammer	Keyhole Saw	Set of Screwdrivers (Straight and Phillips)
Pair of Folders	Wire Brush	Crescent Wrenches (6", 8", 10", 12", 14")
Scratch Awl	Wire Strippers and Cutters	Set of Allen Wrenches ( $\frac{1}{16}$ " - $\frac{1}{2}$ ")
Needle Nose Pliers	Tubing Cutter (0' - 1 $\frac{1}{8}$ ")	Socket Set, $\frac{3}{8}$ " Drive ( $\frac{1}{8}$ " - 1")
Regular Pliers	Pipe Wrenches (10-14')	Pocket Thermometer (-20° /+ 200°)
Pocket Mirror	Flaring Tool ( $\frac{1}{4}$ " - $\frac{3}{4}$ ")	Nut Drivers ( $\frac{1}{4}$ ", $\frac{5}{16}$ ", $\frac{3}{8}$ ", $\frac{5}{16}$ ", $\frac{1}{2}$ ")
Flashlight	Refrigeration Valve Wrenches	Steel Tape Measure and 6' Rule
Set of Swedgers ( $\frac{1}{8}$ " - $\frac{7}{8}$ ")		

- a. It is hereby mutually agreed that a joint committee be established to investigate working conditions of the Employees relating to safety and sanitation and refer violations to the Joint Adjustment Board. Safety equipment shall be furnished by the Contractor and will be in accordance with the Federal Occupational Safety and Health Act. The Contractor will be responsible for enforcing the rules, and the Employee will be responsible for complying with these rules. Employer shall furnish hard hats, cutting goggles, welding hoods and lenses and hearing protection. Employee shall furnish safety shoes and be properly attired.

- i. When a company vehicle is taken home in the evening the Employee will be expected to be on the job or in the shop at starting time and stay until quitting time.
- ii. If the vehicle is picked up at the shop or some other location, the Employee will not leave that location until starting time and must have the vehicle back at the same location at quitting time. Otherwise, the proper rate of pay will apply for travel time.
- iii. If community statute or regulation prevents taking the company vehicle home and parking it overnight, the Employee will have to pick up the vehicle at the shop or alternate location. In this circumstance only, the Employee will be expected to be on the job at starting time and remain until quitting time.

SECTION 12. Under the conditions of this Addendum: when hiring new Employees, the Employer and the Training School will determine the status of each Employee as an Apprentice or Journeyman.

- a. Recruiting: Employer may recruit new candidates on their own and will also interview two (2) to three (3) Apprentice Candidates or Out-of-Work Residential Specialists if qualified.
  - i. The Employer will then make a determination as to which Candidate(s) they feel can make a career in our industry.
  - ii. For those Candidates interviewed and not chosen, the Employer will advise the JATC as to the reason(s) they were not chosen.

- 2795 b. Employing: After making their choice, the Employer will employ the individual as a  
2796 Specialist.  
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2798 i. During this Specialist period, the Employer will give the Employee an introduction to  
2799 various phases of the industry.  
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2801 ii. The Employer will make every effort to confirm that the Employee will make a good  
2802 candidate for our program.  
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2804 c. During this period, the prospective Service Apprentice will be tested at the JATC to  
2805 determine their proper position in the school.  
2806

2807 SECTION 13. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and  
2808 Training Committee and the Joint Apprenticeship and Training Committee shall grant Service  
2809 Apprentices on the following basis and will be defined as a companywide ratio that must be  
2810 maintained by each Employer; with one (1) Service Journeyman to one (1) Service Apprentice.  
2811

- 2812 a. Employers must be current with local and international fringe benefits to receive Service  
2813 Apprentices. An Employer will not be entitled to a new Service Apprentice if the  
2814 Employer has a Service Apprentice on layoff for lack of work.  
2815  
2816 b. During a reduction in workforce, Service Apprentices will be laid off in reverse order of  
2817 hire. However, the intention of this requirement is not to force a Contractor to employ a  
2818 Service Apprentice who is not performing to such standards as will ensure continued  
2819 employment as a Service Journeyman.  
2820  
2821 i. Therefore, Employers may retain a Service Apprentice(s) who started later in the  
2822 program if Service Apprentice(s) has demonstrated superior skills and/or work habits.  
2823  
2824 c. The Apprentice Committee shall maintain a record of all "Contractor's Report on  
2825 Apprentice Progress" for each apprentice, documenting any prior and ongoing problems  
2826 and/or challenges such as absenteeism, attitude, abilities, etc.  
2827  
2828 d. The Apprentice Committee will not approve this exception for Employers who layoff  
2829 Service Apprentices receiving higher wages merely to employ Service Apprentices  
2830 making lower wages.  
2831  
2832 e. The Committee may not grant Service Apprentices without the consent of the Business  
2833 Manager of the Union; however, if an Employer complies with the terms of this  
2834 Agreement and the rules of the Apprentice Committee, the consent will not be  
2835 unreasonably withheld.  
2836  
2837 f. There will be established a Joint Committee of representatives of Union and  
2838 SMACNA-St. Louis for the purpose of studying methods and making recommendations  
2839 to improve recruitment of Service Apprentices into the Local 36 Apprentice program.  
2840  
2841 g. This Committee will have the support of SMACNA-St. Louis to implement those  
2842 recommendations, in order to insure top quality applicants into the Local 36 Service  
2843 Apprentice Program.  
2844

2845 SECTION 14. Each Service Apprentice shall serve an Apprenticeship of 8,000 hours and such  
2846 Service Apprentices shall not be in charge of work on any job and shall work under the  
2847 supervision of a Journeyman until Apprenticeship terms have been completed and they have

2848 qualified as a Journeyperson. Service Apprentices can work alone on jobsite but must be under  
2849 the supervision of a Journeyperson or Foreman.

2850

2851 a. All applicants for Service Apprenticeship shall have at least a high school diploma or  
2852 state authorized high school equivalent certificate.

2853

2854 SECTION 15. Service Apprentice Wage Rates are based on a graduated percentage of the  
2855 Service Journeyperson rates. Wage Rate and Fringe Benefits Schedules are distributed  
2856 annually.

2857

2858 SECTION 16. The Joint Apprenticeship Training Program requires Service Apprentices to attend  
2859 the JATC for five (5) weeks at a time. There will be four (4) five-week (5-wk) training sessions for  
2860 each Service Apprentice which will be attended in consecutive February and August sessions.  
2861 Therefore, the Service Apprentice will complete their schooling within their first two (2) years of  
2862 the program.

2863

2864 a. It is intended that the first February training session attended will concentrate on air  
2865 conditioning maintenance and service, while the first August training session will  
2866 concentrate on heating maintenance and service.

2867

2868 b. During these four (4) five-week (5-wk) training sessions, if the JATC Instructor(s) feel a  
2869 Service Apprentice is in need of more training, then it will be that student's responsibility  
2870 to attend additional classes on their own time.

2871

2872 c. Service Apprentices will be required to complete a Thirty-hour Occupational Safety and  
2873 Health Administration (OSHA30) Construction Outreach Training course during the  
2874 regular work week by the end of their first year.

2875

2876 SECTION 17. There will be On-The-Job Training for Service Apprentices.

2877

2878 a. Following each of the first two (2) Service Apprentice School training sessions, upon  
2879 return to the Contractor, the Service Apprentice may ride with a Journeyperson with a  
2880 goal of learning the "on the job" portion of the work. The Journeyperson is to assist in  
2881 training regarding:

2882

- 2883 • Customer Service and Treatment
- 2884 • Timecards
- 2885 • Job tickets and paperwork
- 2886 • Performing Furnace and Air Conditioner Maintenance
- 2887 • Preparation of Apprentice Time Sheets

2888

2889 b. Following each of their first two (2) Service Apprentice Training School sessions, the  
2890 Service Apprentice may ride with a Service Journeyperson for six (6) weeks. The Service  
2891 Apprentice will maintain a Log Sheet of their hours and have the Service Journeyperson  
2892 sign-off on the sheet each day. This will serve as a time sheet for the Service Apprentice  
2893 to be paid. In addition, the Contractor will send this Log Sheet to Union for  
2894 reimbursement.

2895

2896 c. Union will reimburse the Contractor regarding the Service Apprentice for the first six (6)  
2897 weeks on the job following each of the first two (2) Apprenticeship School Training  
2898 sessions. The reimbursement for the first six (6) week increment will be for the full wage  
2899 and fringe package. The reimbursement for the second six (6) week increment will be for  
2900 taxable wage only.

- 2901
- 2902 i. On Residential Service work, the Contractor will be reimbursed for 100% of the
- 2903 above-defined cost.
- 2904
- 2905 ii. On Light Commercial Service work, the Contractor will be reimbursed for 67% of the
- 2906 Apprentice cost.
- 2907
- 2908 iii. On overtime in either of the above instances, the reimbursement will be 50% of the
- 2909 additional overtime cost.
- 2910
- 2911 d. It is anticipated that the two (2) six-week (6-wk) sessions following the first two (2)
- 2912 Service Apprentice School Training sessions will occur within three (3) months of the end
- 2913 of the school session. Workloads, weather and other circumstances, may extend the six
- 2914 (6) weeks to three (3) months. However, it is understood that Local 36 will reimburse for
- 2915 only six (6) weeks after each of the first two (2) school sessions.
- 2916
- 2917 e. Training Make-up: The first two (2) five-week (5-wk) training sessions will concentrate
- 2918 mostly on service. The second two (2) five-week (5-wk) training sessions will consist of a
- 2919 mix of approximately 67% service and 33% replacement.
- 2920
- 2921 f. Completion of Program: By the end of the program, the Service Apprentice will be
- 2922 required to become NATE certified and to obtain their St. Louis County Service
- 2923 Journeyman Mechanical License and/or equivalent Service Journeyman
- 2924 Mechanical License.
- 2925
- 2926 g. Service Apprentices will receive “working hours” credit for hours spent attending
- 2927 manufacturer-sponsored training seminars. Satisfactory proof of attendance must be
- 2928 provided to Apprentice Committee.
- 2929
- 2930 h. The Employer will see that each Service Apprentice gets equal on-the-job training and
- 2931 experience in all aspects of the “Service/Replacement” industry, including, but not
- 2932 limited to: service calls, start-ups, installations, etc. The intent is to develop a well-
- 2933 rounded Service Journeyman, not specialists in only one (1) area of the trade. Work
- 2934 Report forms will be used to monitor the training that each Service Apprentice is
- 2935 receiving.
- 2936

2937 SECTION 18. Other provisions of the Addendum: Refer to ARTICLE XIII, SECTIONS 1 through

2938 5.

- 2939 a. A subcommittee will meet sixty (60) days prior to the expiration of the Standard Form of
- 2940 Union Agreement to discuss the terms of this segment of the contract.
- 2941

2942 SECTION 19. The Service Committee will meet on a regular basis to discuss issues in the

2943 Service Industry.

2944

2945 SECTION 20. As a condition of job referrals and continued employment, all Employees

2946 working under the terms of this Service and Replacement Addendum must comply with the St.

2947 Louis Construction Industry Substance Abuse Consortium Program as defined in ARTICLE XII,

2948 SECTION 2 of the Standard Form of Union Agreement and Addendum.

2949

2950 SECTION 21. Grievance Procedure - Refer to ARTICLE X, SECTIONS 1 through 8 of the

2951 Standard Form of Union Agreement and Addendum.

2952

2953

2954 ~End, Service and Replacement Addendum~

2955

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**STANDARD FORM OF UNION AGREEMENT**

**and  
ADDENDUM TO STANDARD FORM OF UNION AGREEMENT  
between**


**SHEET METAL AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION-ST. LOUIS CHAPTER  
and  
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS,  
LOCAL UNION NO. 36, AFL-CIO**

**AUGUST 1, 2022, THROUGH JULY 31, 2028**

**In witness whereof, the parties hereto affix their signatures and seal this 1<sup>st</sup> day of August 2022.**



George L. 'Butch' Welsch, Chairman  
For: SMACNA-St. Louis Chapter, Sheet Metal and Air Conditioning Contractor's National Association



Ray D. Reasons II, President/Business Manager  
For: International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 36, AFL-CIO

**ACCEPTANCE OF AGREEMENT**

**I/We hereby certify that I/We have read and have full knowledge of the terms and conditions of this Agreement, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**I/We hereby agree to be bound by and subject as required by the terms of this Agreement.**

Employer: \_\_\_\_\_  
(Print Employer Name)

By: \_\_\_\_\_  
(Signature) (Print Name)

Title: \_\_\_\_\_  
(Print Title)

Union: International Association of Sheet Metal, Air, Rail and Transportation Workers, Local Union No. 36, AFL-CIO

By: \_\_\_\_\_  
(Signature) (Print Name)

Title: \_\_\_\_\_  
(Print Title)