

AGREEMENT



Between

LOCAL UNION #312

of the

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL AND TRANSPORTATION**

and

SMACNA UTAH



*Effective July 1, 2023
Through
June 30, 2028*

MEETINGS

* * * * *

EXECUTIVE BOARD MEETING
Third Thursday of Each Month – 5:30 PM
Local Union Office

* * * * *

MONTHLY MEETING
Third Thursday of Each Month – 7:00 PM
Labor Center
2261 South Redwood Road
Salt Lake City, Utah 84119

* * * * *

LOCAL UNION OFFICE
2261 South Redwood Road – Suite #16
Salt Lake City, Utah 84119
Phone (801) 973-4804 FAX (801) 973-4830

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SMACNA UTAH
179 West Haven Avenue
Salt Lake City, Utah 84115
Phone (801) 486-8449

* * * * *

EDUCATION AND TRAINING FUND AND J.A.C. OFFICE
Coordinator
2480 South 3400 West
Salt Lake City, Utah 84119
Phone (801) 972-2480 FAX (801) 974-9115

SHEET METAL WORKERS' LOCAL UNION #312 HISTORY

Local Union #312 was chartered by the Sheet Metal Workers' International Association on October 16, 1934. Great strides have been made since then to give Local Union #312 members all the benefits of organized labor.

Devoted to the principles that the organized skilled crafts should represent the highest possible degree of proficiency in workmanship, the Local Union, in cooperation with the U.S. Department of Labor, and what was then Weber College, the Salt Lake Trade Technical Institute, and the Central Utah Vocational School established the apprenticeship training program in 1945. These classes were and continue to be taught by Journeyman members under the direct supervision of our Joint Apprenticeship Committee.

On July 25, 1950, the Bureau of Federal Credit Unions granted to Local Union #312 the first credit union chartered to a Building Trades Union in the State of Utah.

In June, 1953, Local Union #312 successfully negotiated the first completely employer financed Health and Welfare Plan associated with a Building Trades Union in the State of Utah. This contract also included the first negotiated paid vacation plan.

In 1964 the Local Union #312 established a Pension Plan for retirement security for those members who work a significant number of years in the craft.

While feeling a sense of pride in the achievements of the past years, much is yet to be done in providing for the security and future well-being of the members of Local Union #312.

Through realistically negotiated contracts we are achieving income security. Through our Health and Welfare Plan we are securing health security. With a credit union, we are providing a measure of financial security.

We are pleased and proud with past progress, while recognizing the many future challenges still to be met.

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SHORT FORM AGREEMENT

The undersigned firm (hereinafter called "Employer") Agrees to be bound by all the terms and provisions of the Collective Bargaining Agreement (hereinafter "CBA") attached hereto between the INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION (hereinafter "SMART"), LOCAL UNION NO. 312 (hereinafter "Union") and SMACNA UTAH dated July 1, 2021 through June 30, 2023, consisting of the Standard Form of Union Agreement, Addenda Nos. 1 through 29, together with all duly adopted amendments to such agreement during the term thereof, and to any renewal, extension or replacement of such CBA between the same parties unless at least one hundred and fifty (150) days prior to the termination date of this CBA or the termination date of any renewal, extension, or replacement CBA a written notice is given by either party to this Short Form requesting termination.

The employer hereby appoints SMACNA as its representative in fact for the purpose of appointing or removing Employer Trustees or Employer Representatives on any Trust Fund, or Committee established pursuant to the CBA.

The undersigned Employer hereby designates SMACNA as its bargaining agent with the Union and agrees to become a member of the Multi-Employer Bargaining Unit represented by SMACNA, and designates and appoints the SMACNA appointed trustees, board members, and Labor committee members required by the CBA to act on its behalf pursuant to the CBA.

EXECUTION OF THIS AGREEMENT DOES NOT ESTABLISH MEMBERSHIP IN SMACNA.

In the event a dispute arises between the Employer and the Union and the dispute cannot be resolved, the dispute will be referred to Article X as outlined in the CBA. The Employer may request assistance from SMACNA and if requested the assistance will be provided to the Employer.

The term "Employer", wherever used in the CBA shall include the Employer party to this Short Form Agreement unless the context clearly requires a different interpretation.

Dated this _____ day of _____, 20_____

EMPLOYER _____

By _____

SMART
LOCAL UNION NO. 312

By _____

STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into July 1, 2023 by and between the Sheet Metal Contractors, Association of Utah and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 312 of International Association of Sheet Metal, Air, Rail & Transportation, hereinafter referred to as the Union for the entire state of Utah.

If any more favorable conditions are granted by Local Union #312 to any other Employer in the jurisdictional area of this Contract, all Employers will have the right to adopt the same as amendment to this Agreement.

ARTICLE I

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

ARTICLE II

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

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in

such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

SECTION 5: The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and six (6) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at the rate specified in Addendum #5 of this agreement times the regular rate. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

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

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

SECTION 2. New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, July 24th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day,

Christmas Eve Day, Christmas Day or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as indicated in Addendum #5 of this agreement.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

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

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of (See Travel and Free Zone Addendum #6) employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (See wage Addendum #7) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the SMART International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

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

- a) Ventilators
- b) Louvers
- c) Automatic and fire dampers
- d) Radiator and air conditioning unit enclosure
- e) Fabricated pipe and fittings for residential
- f) installations and light commercial work as defined in the locality
- g) Mixing (attenuation) boxes
- h) Plastic skylights
- i) Air diffusers, grilles, registers
- j) Sound attenuators
- k) Chutes
- l) Double-wall panel plenums
- m) Angle rings

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

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the SMART International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be

paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the SMART International Association covering the area then the minimum conditions of the home local union shall apply.

SECTION 7. In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

SECTION 8. Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on the same day of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

SECTION 10. Journeymen, apprentice, pre-apprentice and classified 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) journeyman 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 journeyman sheet metal worker.

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

(b.) The employer shall pay the Utah Sheet Metal Contractors Industry Fund thirty-one cents (\$0.31) per hour for each hour worked. Utah Sheet Metal Contractors Industry 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. The Utah Sheet Metal Contractors Industry Fund shall remit to the Industry Fund of the United States (IFUS) of the Sheet Metal and Air Conditioning National Association fifteen cents (\$0.15) for each hour worked on and after the effective date of this agreement by each employee of each contractor member of the SMACNA UTAH.

(c). The IFUS shall submit to the SMART International Association 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 SMART International Association upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the SMART International Association 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 he deems 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, (Section 12, Article VIII), and no other.

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

(b). The Employer shall pay to the Utah Sheet Metal Contractors Industry Fund thirty cents (\$0.30) per hour for each hour worked. As of 7-1-22 the employer shall pay to the Utah Sheet Metal Contractors Industry Fund thirty-one cents (\$0.31) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) fifteen cents (\$0.15) per hour for each hour worked 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 as designated by the Trustees of the ITI, or for purposes of collection and transmittal through SMART National Benefit Funds, PO Box 79321, Baltimore, MD. 21279-0321.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, two cents (\$0.02) per hour for each hour worked 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 as designated by the Trustees of the NEMIC, or

for the purposes of collection and transmittal through SMART National Benefit Funds, PO Box 79321, Baltimore, MD. 21279-0321.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through SMART Benefit Funds, PO Box 79321, Baltimore, MD. 21279-0321.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within 7 days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

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

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

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until

the Employer has not been delinquent in making contributions for a period of 5 consecutive weeks.

ARTICLE IX

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

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

ARTICLE X

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

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

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

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

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

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

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

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

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the

National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:**

**National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209.**

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

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

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

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to

serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

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

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

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

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

SECTION 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

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

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and

modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 11. In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the SMART International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE XI

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

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

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

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The

cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

SECTION 6. A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First year—First half 54%-Second half 58%	Second year—First half 62%-Second half 66%
Third year—First half 70%-Second half 75%	Fourth year —First half 80%-Second half 85%
Fifth year—First half 90% - Second half 95%	

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

SECTION 7. The parties will establish on a local basis the SMART Youth-to-Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a check off in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

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

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

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

ARTICLE XII

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

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written request to furnish a pre-apprentice within forty-eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one (1) year unless the preapprentice has been found to be qualified as an applicant.

The wage scale for preapprentices shall be a minimum of forty seven percent (47%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII

SECTION 1. Classified workers may be employed in the following ratio:

- A. one (1) classified worker for any Employer who employs an apprentice;
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed.

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

SECTION 1. This Agreement and Addenda Numbers one (1) through twenty-nine (29) attached hereto shall become effective on the first day of July, 2021 and remain in full force and effect until the thirtieth day of June, 2023 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

In witness whereof, the parties hereto affix their signatures and seal this first day of July, 2021

This standard form of union agreement has provided for the inclusion of pre-apprentices and a reduction of the wage schedule for new apprentices. The purpose of this is to make contractors more competitive with non-union competition. To achieve that objective employers agree to minimize multiple markups.

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

Sheet Metal Contractors Association of Utah

Local Union No. 312
Of the International Association of
Sheet Metal, Air, Rail & Transportation

By BJ Deeds

Tony Ericksen

Sterling Jensen

Mark Kauffman

Bruce Montrone

Will Matthews

ADDENDA TO STANDARD FORM OF UNION AGREEMENT

TERM OF AGREEMENT

This agreement and all addenda attached hereto will become effective July 1, 2023 and will remain in full force and effect through June 30, 2028.

#1

JOINT INDUSTRY CONCERNS COMMITTEE/CODE OF EXCELLENCE

1. a) Employers and the Union agree to set up a Local Joint Committee with equal representation to meet quarterly, or upon call. Said committee is to function as needed to insure cooperation in the application of this agreement. The Joint Committee shall promote a safe, healthy, accident-free work environment. Expenses of this committee shall be borne equally by the Sheet Metal Contractors and the Local Union.
- b) Local Union #312 leadership and representatives of SMACNA Utah acknowledge that together they face a challenge to improve workforce quality and productivity. They commit to meaningful efforts to achieve substantive results to improve overall workforce training and continuing education and a stronger work ethic among all employees such that Local Union #312 and its union contractors are more competitive. As part of this effort the union will push for OSHA 30 Training for all journeymen in the Local.

2. CODE OF EXCELLENCE

Members of Local Union #312 agree to demonstrate on a continuous basis skills and professionalism that are the industry standard. They recognize that this commitment is designed to assure best practices, a sense of pride in the union and specific actions that will showcase their skills and professionalism.

- a) Members shall adhere to core principal of productivity, meaning eight hours work for eight hours pay. All sheet metal employees shall be productive and efficient with idle time kept to a minimum.
- b) It is the obligation of all Sheet Metal employees to be honest, courteous and to provide efficient service in a spirit of cooperation between themselves and the employers.
- c) It is essential to safeguard and maintain harmonious relations. All parties agree to conduct themselves with the responsibility for a better understanding of the problems that confront all of us in our day-to-day contacts.
- d) The union recognizes that individual employers may adopt company policies that conform to and strengthen the Code of Excellence program in areas related to supervision, cell phone usage, safety (including requirements for OSHA 10 and OSHA 30 courses to be taken on employee time), various policies related to tools and equipment, fitness for duty, as well as the Drug Free Workplace Program outlined in Addendum #18.

#2

BUSINESS REPRESENTATIVES

3. The Business Representatives of the Union shall be permitted to visit each shop or job, but will in no way interfere with the progress of the work. Prior to entering shop they will check through the office.

#3

PROTECTION OF UNION PRINCIPLES

4. The removal of Journeymen Sheet Metal Workers, Apprentices, and Pre-apprentices, and all other classifications from a job in order to render legal assistance to protect union principles embodied in this agreement, or to protect against wage and or benefits delinquency shall not constitute a violation of this agreement; provided, however, the Joint Committee of Employer and the Union shall meet prior to such removal and make a determined effort to resolve the issue.

#4

JOB OR SHOP STEWARD

5. There shall be a steward in each shop and on each job who shall be appointed by the Business Representatives of the Union or selected by the workers on the job, subject to the approval of the Business Agents of the Union. The management of each shop will be notified in writing as to who the shop and job stewards are under their employ.

Stewards in each shop or job shall file a stewards' report or attend each regular monthly union meeting and submit a report for the shop or job.

6. The steward shall take up all grievances on the job and try to have the same adjusted and in the event the steward cannot adjust them, he/she must promptly report that fact to the Business Representatives of the Union so that efforts can be made to adjust any matter without a stoppage of work. It is understood that the stewards' main duties are to see that the Union Agreement is properly adhered to by management and Union.

7. The employer agrees that the steward will not be discharged or laid off until after proper notification, twenty-four (24) hours, has been given to the Union and the Business Agents have had the opportunity to investigate the reason for layoff or discharge for carrying out his/her duties as outlined.

8. The steward shall be given consideration for all overtime employment, but shall not be retained if he/she is to be required to replace an employee regularly employed in the crew required to work overtime on a particular operation or piece of work.

9. In addition to his/her regular work, the steward shall be permitted to perform during working hours such Union duties as cannot be performed at other times. The Union

agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the steward a reasonable amount of time to perform such duties.

#5 HOURS OF WORK

SECTION 1

10. 40 HOUR WORKWEEK. A work week shall consist of the following:
- a) Monday through Friday with Saturday being an available makeup day if the employee has requested work. If an employee has requested to work Saturday and has missed hours during the Monday through Friday workweek, they will not receive overtime pay until 40-hour criteria has been met. Once the 40-hour work week has been met, standard overtime rules will apply.
 - b) Up to ten (10) hours per day 6:00 a.m. – 6:00 p.m. with a lunch period.
 - c) Up to forty (40) hours per week

11. OVERTIME

- a) Overtime will be paid at one- and one-half times ($1 \frac{1}{2} \times$) the regular rate of pay for the first 10 hours worked over forty (40) hours Monday-Friday and the first 8 hours worked Saturday. If an employee works Saturday and has not met the 40-hour requirement, Saturday hours worked will be straight time until the overtime rules will apply. Any daily hours worked exceeding 10 hours Monday through Friday will be paid at double time.
- b) Overtime will be paid on Saturdays one-and-one-half times ($1 \frac{1}{2} \times$) the regular rate of pay for the first 8 hours worked. If Saturday is being used as a makeup date for an employee, overtime rates will not apply until the 40-hour requirement has been met.
- c) Double time will be paid after 10 hours Monday - Friday, after 8 hours on Saturday, or on any hours worked on Sunday or on any hours exceeding 58 hours in a pay period. Double time will also be paid for any hours worked on Sundays or on named holidays, except Labor Day, which will be paid at triple time and Super Safe Monday which will be paid at straight time.

Example:

- First 40 hours worked Monday through Friday or Monday through Saturday if Saturday is being used as a makeup day for hours missed during the standard work week to be paid at the standard rate of pay.
- Any hour worked exceeding 10 daily hours Monday through Friday at 2x standard rate of pay.

- First 8 hours overtime Saturday at 1.5x standard rate of pay.
- 9th hour Saturday, any hours exceeding the 58th hour of a work week, and any hours on Sunday or named holidays are 2x the rate of standard pay.
- Any hours Labor Day at 3x rate of standard pay.

Time based on regular 8 hour week Monday through Friday

Monday	8 at Regular Rate 2 at 1 ½ Times Over 10 Double
Tuesday	8 at Regular Rate 2 at 1 ½ Times Over 10 Double
Wednesday	8 at Regular Rate 2 at 1 ½ Times Over 10 Double
Thursday	8 at Regular Rate 2 at 1 ½ Times Over 10 Double
Friday	8 at Regular Rate 2 at 1 ½ Times Over 10 Double
Saturday	8 at 1 ½ Times Over 8 Double
Sunday	All At Double

Time based on 10 hour week for four days

Monday	10 At Regular Rate Over 10 Double
Tuesday	10 At Regular Rate Over 10 Double
Wednesday	10 At Regular Rate Over 10 Double
Thursday	10 At Regular Rate Over 10 Double
Friday	10 At 1 ½ Times Over 10 Double
Saturday	8 at 1 ½ Times Over 8 Double
Sunday	All At Double

- If an employee is requested to work overtime and has missed hours during the same scheduled forty (40) hours workweek, they will not receive overtime pay for the number of hours taken off during regular time (with the exception of after 10 hours Monday thru Friday and after 8 hours on Saturday, Sundays, Holidays and days locally observed as Holidays).
- If the company cuts back hours the make-up rule does not apply. An employer cannot ask the worker to take a day off during the normal workweek then ask them to work a Saturday as a make-up day unless agreed on between the Local Union office and employees.
- Because of possible penalties that may be assessed against your employer under the Fair Labor Standards Act, employees should not start work before the regular starting time or work after regular quitting time except under overtime conditions.
- With any change of work schedule, the Union Hall shall be notified.
- No employee will be laid off for refusing to work overtime.

SECTION 2

12. OCCUPIED BUILDING. Occupied building means work only in a building that cannot be done during regular hours, because of the operation of the office or building where the work must be performed and does not include new additions to existing buildings. New construction becoming occupied prior to completion of original contract shall not be construed as being classified as an occupied building.

13. It is expressly understood that where occupied buildings are mentioned in this addendum there need be no regular or day shift i.e. 6:00 a.m. – 6:00 p.m.

14. All work performed on occupied buildings will be paid at five percent (5%) above regular pay.

15. Overtime performed on occupied building shall be compensated at the one and one half (1 ½) rate of pay. Except; Sundays, Holidays and days locally observed as holidays will be at double (2) times rate of pay.

SECTION 3

16. SHIFT WORK. No shift work shall be allowed on new job site construction work except as stated in paragraph 19 of this Section. Shift work shall be allowed on existing occupied old construction and all shop work, only upon mutual agreement with the Union and not less than five (5) full consecutive days which shall constitute a week of shift work. Shift work shall end only on Friday.

17. When a shop or job goes on shift work basis the evening shift shall receive five percent (5%) premium pay. The graveyard shift shall receive ten percent (10%) premium pay.

18. Employees must have an eight (8) hour rest period when changing shifts.

19. The Local Union office and the shop or job steward must be notified when shift work is to be practiced.

20. All shift work over the regular hours worked will be paid at the overtime premium rate of pay Monday through Saturday.

21. Work performed on Saturday, Sunday, and Holidays shall be as outlined in the Overtime Addendum plus premium; except shift ending the work which carries over into Saturday.

22. If building trades crafts on new construction jobs go to shift work then Sheet Metal contractors would sign a letter of understanding with the Local Union for that job only.

23. Any work performed during regular straight time hours i.e. 6:00 AM to 6:00 PM or other mutually agreed hours will be paid at the straight time rate.

SECTION 4

24. COMPOSITE CREW. In the event a Journeyman Sheet Metal Worker or Apprentice is required to work with another craft or crafts on a composite crew basis with a total crew of two (1 of 1) or more they will be paid the highest prevailing wage rate of the other craft or crafts.

#6

TRAVEL, FREE ZONE, AND SUBSISTENCE

SECTION 1

25. When required to work outside of the limits specified for the city in which shop is located, all necessary transportation, fuel, board, and lodging shall be furnished by the employer. Time traveling to and from jobs outside of limits specified shall be considered as time worked. All transportation from shop to job, job to job, and job to shop must be furnished or paid for by the employer.

26. When employees are requested by the employer to furnish own transportation, mileage shall be paid at the applicable zone pay rate. Mileage is to be paid per vehicle. No employee should use his or her own car or truck to haul material from shop to job, job to job, or job to shop.

27. The Union shall attempt to dispatch workers to jobs from the area closest to their home. NOTE: However, when manpower is not available from the area near the job site, the Union will dispatch workers from the nearest area where manpower is available.

- a) If the employee's home or the shop is within 55 miles of the job site, no travel time, mileage, or subsistence will be paid.
- b) No travel time, mileage or subsistence will be paid when an employee is working in a permanent shop.

28. Where the employees agree with the employer's request to furnish their own transportation, mileage and travel time shall be paid at:

- a) 56 to 70 miles and travel time \$35.00 a day
- b) 71 to 99 miles and travel time \$45.00 a day
- c) 100 miles plus Subsistence

29. There is no zone pay if the employee travels to and from a project on company time and in a company vehicle.

30. FREE ZONE AND TRAVEL FOR PERMANENT SHOPS LOCATED OUTSIDE OF THE AREA shall be computed from each individual permanent shop location (thirty (30) road miles) unless otherwise agreed upon between the Employers located in each such area and the Sheet Metal Contractors Association and the Union. A shop is

considered to be a legitimate permanent place of business not located on or established recently near any job site.

31. When free parking is not available on or near the job site, the employer will pay actual expenses. Such parking will be within three (3) blocks of job site.

SECTION 2

32. It is hereby agreed that travel time shall be paid as follows:

Monday through Saturday - 2/3 scale X 1.5

Sunday – scale X 1.5

Holidays or days observed as holidays – scale X 2

33. All fringe benefits referred to in Article VIII are payable on travel time hours.

SECTION 3

34. **SUBSISTENCE.** Contractors employing Journeymen, Apprentices, Classified and Pre-apprentice Sheet Metal Workers within the jurisdiction of Local Union #312 will pay seventy dollars (\$70.00) per day – four hundred and ninety dollars (\$490.00) per week or actual expenses + 10% whichever is greater, mutually agreed upon between employer and the Union.

- a) If employer supplies room or housing employee receives sixty dollars (\$60.00) per day worked for meals. 1 bed per man, no more than 2 men per room.
- b) If employee stays in area for seven (7) – days, he will receive sixty dollars (\$60.00) per day for meals and employer pays housing.
- c) If employee furnishes their own living facilities (motor homes, travel trailer, campers etc.) contractor will pay space rent + utilities for 7 days and four hundred and fifty-five (\$455.00) per week for per diem.
- d) If employee takes own living facilities and only works four (4) to five (5) days and travels home for weekends, employee will only be paid sixty-five dollars (\$65.00) per day for five days.

35. Subsistence pay shall be paid to the employee by the employer on a separate check, not added to hourly wages and shall not be taxed. Travel time is to be paid from the boundary of the free zone area outlined in Section 1, plus transportation.

#7

WAGE AND BENEFIT

Wage, Benefit, Other Funds allocation:					
Year (7/1)	Wage	Welfare	Pension	JATC	Total
2023	\$2.00		\$0.35	\$0.05	\$2.40
2024 (1/1)	\$1.00	\$.10	\$.25		\$1.35
2024 (7/1)	\$3.50	The Union will allocate			\$3.50
2025	\$3.50	The Union will allocate			\$3.50
2026	\$2.50	The Union will allocate			\$2.50
2027	\$2.50	The Union will allocate			\$2.50

See Inserts - Wages and Benefit sheets

Effective date:

Year 1: July 1, 2023 package increase of \$2.40 to \$52.93

Year 2: January 1, 2024 package increase of \$1.35 to \$54.28

July 1, 2024 package increase of \$3.50 to \$57.78

Year 3: July 1, 2025 package increase of \$3.50 to \$61.28

Year 4: July 1, 2026 package increase of \$2.50 to \$63.78

Year 5: July 1, 2027 package increase of \$2.50 to \$66.28

The Union will allocate the total package effective each year of the contract and will distribute new Wages and Benefit Sheets to signatory Employers showing the new annual allocation.

Apprentice wages

1st Period – 54%

2nd Period - 58%

3rd Period – 62%

4th Period - 66%

5th Period – 70%

6th Period - 75%

7th Period – 80%

8th Period – 85%

9th Period – 90%

10th Period – 95%

Pre-Apprentice wage – 50%

#8

PAYDAYS AND CONDITIONS

36. Wages are to be paid on the same day weekly.

37. Any employee required to wait for his/her pay shall turn in time at the regular straight time rate until paid unless it can be established that the employer has no control over the conditions surrounding the case, other than bad checks. Employers shall be required to list all payroll deductions weekly in writing to their employees. Any employer who pays with a check which is not immediately cashable shall be required to pay by cash or certified check on all future paydays. Any company desiring to pay by check shall have a regular company check with the name of the company printed thereon.

38. If a holiday falls on payday, pay will be distributed workday prior.

39. When employees are laid off or discharged, they shall receive their wages in full at the time of being laid off or discharged.

40. It is agreed that two (2) hours notice must be given employees prior to layoff. Layoff of job or shop steward shall require twenty-four (24) hours prior notification.

41. Employees quitting or resigning shall be paid in full within seventy-two (72) hours.

42. In the event an employee is absent on payday, his/her check will be mailed to the employee home. No person may pick up an employee's check without employee first giving employer consent.

43. Journeyman Sheet Metal Workers, Apprentices, Classified worker and pre-apprentice who report for work by the direction of the Employer and are not placed at work shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply to conditions over which the Employer has no control, except for travel and subsistence. When a person reports to a shop or a facility of the contractor and is directed to proceed to a job site at that time the employee is considered as being on the payroll.

#9

VACATION AND HOLIDAY DEDUCTIONS BENEFIT RULES AND REGULATIONS

44. Locally observed holidays are New Year's Eve Day, New Year's Day, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day and Super Safe Monday (day after superbowl). When any of the above holidays fall on a Saturday, they will be observed the Friday immediately prior to the holiday. When any of the above holidays fall on a Sunday, they will be observed the following Monday, or days locally observed as such.

- Those who choose to work Super Safe Monday will do so at straight rate of pay.
- Christmas Eve and New Years Eve will be considered a holiday with the open option of employee to work at straight rate of pay if they so choose.
- Regarding shutdowns-Christmas Eve and New Years Eve will be paid at double time.
- Any employee who chooses to take the holiday off will not receive any repercussions.
- All other observed days off listed will be recognized as per the contract.

45. All employees will refrain from working during their two-week vacation period and utilize the vacation as it is intended, and all employees covered by this Agreement shall take at least two weeks off from work each and every calendar year unless such employee has been ill or on lay off for such a period during the year. Vacations shall be taken at times fixed by the mutual consent of the employer and entitled employee. They shall be so scheduled that such vacation absence does not work any undue hardship on the employer and in no case shall more than ten percent (10%) of the employees of one (1) employer take vacations at the same time where the employees of such employer at that time exceed ten (10) in number.

46. Each individual employer shall withhold from the employee's payroll the stipulated amounts per hour for each hour worked (Refer to Commercial or Residential wage addendum's as per worker's classification), to be set aside as a vacation and holiday benefit deduction.

47. These amounts shall be withheld from the employee's payroll after taxes and other approved deductions have been made.

48. These amounts shall be forwarded to the third-party administrator by the 15th day of the month following the month in which the hours are worked and reported on forms provided. Such amounts shall be delinquent if not received in full on or before that date. The failure of an individual employer to remit the amounts as required herein shall constitute a breach of such individual employer's obligation hereunder, and if such individual employer becomes two (2) or more months delinquent in remitting the required amounts, then such individual employer may be required, upon written notice from the third-party administrator of the Fund, to remit all future amounts on a weekly basis within seven (7) days of the week in which the hours are worked. An individual employer may resume remitting the required amounts on a monthly basis at such time as all delinquent amounts have been paid in full and, thereafter, such employer timely remits future amounts for a period of five (5) successive weeks.

49. The third-party administrator shall forward these monies and reporting forms to the OE Federal Credit Union for deposit into either, (a) an individual OE Federal Credit Union account, should the participant have one, or, (b) a pool account specifically set up for this purpose by the OE Federal Credit Union.

50. Vacation should be taken at a time mutually agreeable to the employer and employee. Payment under this plan is specifically for vacation time and is not to be considered as bonus payment.

51. Those members who wish to participate in the Sheet Metal, Air, Rail and Transportation Association Political Action League Check Off, and so indicate by written authorization, shall use this Vacation and Holiday Benefit Deduction Accounts as a transmittal agency for the purpose of sending two cents (\$0.02) per hour for each hour worked to the SMWIA Political Action League

52. No additional administrative expenses will be assessed for those members participating in the Sheet Metal Workers' International Association Political Action League check off.

#10
HEALTH AND WELFARE

53. Each individual employer shall contribute to the Utah Sheet Metal Welfare Fund the sums hereinafter set forth for each hour worked for such Employer, on or after the effective date of this Agreement by each employee, of such Employer, covered under this Collective Bargaining Agreement.

The rates of contribution for all employees are as follows:

The Union will allocate the total package effective each year of the contract.

54. Non-bargaining employee participation will be permitted in accordance with the rules and regulations adopted by the Board of Trustees of the Welfare Fund.

55. Contributions are to be made to such Fund by the 10th day of the month following the month in which the hours are worked and shall be delinquent if not received in full on or before that date. The failure of an individual employer to remit contributions as required herein shall constitute a breach of such individual employer's obligation hereunder, and shall be subject to the rules established by the Utah Sheet Metal Welfare Fund Collection Policy, as the same may be amended from time to time by the Trustees of the Fund. All unpaid contributions shall be considered plan assets of the Utah Sheet Metal Welfare Fund.

56. In the event and individual employer fails or refuses to provide a surety or cash bond required under the Utah Sheet Metal Welfare Fund Collection Policy within 7 days of written notice from the Administrator for the Trust Funds, all of the individual employer's employees covered by this Agreement may be withdrawn from employment. Further, if a surety or cost bond is filed with the Administrative Office of the Trust Funds, the Administrator may proceed under such bond to collect past-due contributions of the individual employer.

57. Each individual employer who is bound by this Agreement shall be bound by the terms and conditions of the Utah Sheet Metal Welfare Fund, Trust Agreement and the Rules, Regulations and Policies for the operation and administration of such fund as are duly promulgated by the Trustees of such Fund.

58. Any changes in schedule of benefits must be approved by Welfare Fund Trustees.

#11 PENSION FUND

59. Each individual employer shall contribute to the Utah Sheet Metal Pension Trust Fund the sums hereinafter set forth for each hour worked for such employer on or after the effective date of this Agreement by each Journeyman and Apprentice employee of such employer covered under this Collective Bargaining Agreement.

60. The rates of contribution for Journeyman and Apprentice employees are as follows:

The Union will allocate the total package effective each year of the contract.

61. Contributions are to be made to such Fund by the 10th day of the month following the month in which the hours are worked and may be delinquent if not received in full on or before that date. The failure of an individual employer to remit contributions as required herein shall constitute a breach of such individual employer's obligation hereunder and shall be subject to the rules established by the Utah Sheet Metal Pension Trust Fund Collection Policy, as the same may be amended from time to time by the Trustees of the Fund. All unpaid contributions shall be considered plan assets of the Utah Sheet Metal Pension Trust Fund.

62. If an individual employer becomes two months delinquent in remitting contributions to the Utah Sheet Metal Pension Trust Fund, as required by this Agreement, such individual employer may be required to post a bond, as provided under the Utah Sheet Metal Pension Trust Fund Collection Policy. In the event an individual employer becomes delinquent in the payment of contributions for a period of two or more months, all of the individual employer's employee's may be withdrawn from employment. Further, if a surety or cost bond is filed with the Administrative Office of the Trust Funds, the Administrator may proceed under such bond to collect past-due contributions of the individual employer.

63. Each individual employer who is bound by this Agreement shall be bound by the terms and conditions of the Utah Sheet Metal Pension Trust Fund Trust Agreement and the Rules, Regulations and Policies for the operation and administration of such fund as duly promulgated by the trustees of such trust.

Note: This is a defined benefit plan.

#12

NATIONAL PENSION FUND

64. Commencing with the first day of July 2008, and for the duration of this and subsequent Collective Bargaining Agreements the parties have adopted the NPF's 2008 Default Schedule and agree to contribute consistent with the Contribution Rate requirements. The 2008 Default Schedule is incorporated by reference into this Agreement, for each year during the term of this Agreement. The employer agrees to make contributions to the SMART National Pension Fund for each employee covered by said Collective Bargaining Agreement according to the Standard Form of Participation

Agreement which has been duly executed and is incorporated and made part hereof as is set forth herein verbatim.

The parties agree to follow the default schedule under requirements of Fund and Pension Protection Act '06. Rate of \$0.25 remains.

Note: This is a defined benefit plan.

65. If an individual employer becomes two months delinquent in remitting contributions to the SMART National Pension Fund, as required by this Agreement, such individual employer may be required to post a bond equal to three months of estimated contributions, but not less than \$5,000.00. The original of the bond may be filed with the Administrative Office of the Trust Funds. The purpose of this bond is to ensure timely payment of contributions to the Trust Funds as required by this Agreement and to ensure payment of any costs that any party incurs in the collection of said contributions, and that the surety and/or principal of the bond are financially bound to the Trust Funds. In the event an individual employer becomes delinquent in the payment of contributions for a period of two or more months, all of the individual employer's employee's may be withdrawn from employment. Further, if a surety or cost bond is filed with the Administrative Office of the Trust Funds, the Administrator may proceed under such bond to collect past-due contributions of the individual employee Sheet Metal Workers National Pension Fund

“STANDARD FORM OF PARTICIPATION AGREEMENT”

Plan implemented May 1, 1973

Plan A

66. The Undersigned Employer and Union represent that the only agreement between them regarding participation in the SMART National Pension Fund (the “Fund”) is as follows:

- a) Commencing with July 1, 2008, and for the duration of this and subsequent agreements and any renewals or extensions thereof, the Employer will contribute to the Fund twenty-five cents (\$0.25) for each hour or part of an hour for which an employee covered by the collective bargaining agreement between the Employer and the Union receives the basic hourly wage rate. Contributions for those hours paid at time and a half- or double-time rates will be made to the Fund at the same hourly contribution rate, respectively. Contributions are required for vacation time, sickness absence, and other hours for which payment is made to the Employee in accordance with applicable collective bargaining agreement between the Employer and the Union.
- b) Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the collective bargaining agreement.

- c) The Agreement and Declaration of Trust establishing the Fund is incorporated herein by reference and by signing the Participation Agreement the Employer adopts the provisions of that Trust Agreement.
- d) It is agreed that all contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have an auditor, or an independent Certified Public Accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions made to the Fund. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made, the Employer agrees to pay all accountants' fees incurred in making the audit but not to exceed the extent of the delinquency and also all legal fees and costs incurred in collection said accountants' fees if judicial enforcement of this paragraph is necessary.
- e) Employers shall submit a remittance report and the required contributions to the Fund by the 10th of the month following the month when covered employment was performed. Failure to file that report shall constitute a delinquency in violation of the Employer's obligation under this Agreement. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of the collective bargaining agreement to the contrary notwithstanding. If delinquent, the Employer agrees to pay the interest, liquidated damages, attorney's fees and costs as provided for in Article V, Section 4, of the Trust Agreement. An Employer's liability for payment of a delinquency shall not be subject to the grievance or arbitration procedures contained in the collective bargaining agreement.
- f) If an Employer's work force did not perform any employment within a particular month, a remittance report shall be filed on the 10th day of the following month indication that no covered employment was performed. Failure to do so shall subject the Employer to liability for all fees and costs resulting from the failure to file such a report or \$100.00 whichever is greater.
- g) It is agreed that the fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Fund as a deduction for income tax purposes.
- h) The parties agree that the Participation Agreement shall be considered a part of their collective bargaining agreement.
- i) The expiration date of the present collective bargaining agreement between the undersigned parties is June 30, 2023. Copies of renewal or extension agreements will be furnished promptly to the Fund's Office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for terminating the Employer's participation in the Fund.

FOR THE SMART
LOCAL UNION #312

By _____
Authorized Officer

FOR THE EMPLOYER

(Insert Name of Employer)

Address _____

By _____
Authorized Officer

For plants located at:

DATE _____, 20 _____

#13
EDUCATION AND TRAINING FUND ADDENDUM

- 67. The Education and Training Fund was created to help meet the cost of training Apprentices and Journeymen for the Sheet Metal Industry.
- 68. The Education and Training Fund shall be jointly administered by three (3) trustee representatives of the employer and three (3) trustee representatives of the Union. The six (6) person committee shall also serve as the Joint Apprentice Committee members.
- 69. The trustees shall have complete authority to administer the Education and Training Fund.
- 70. The trustees shall be provided annual audited reports of the income and expenditures.
- 71. The payments by employers shall be made to the administrator of the Education and Training Fund monthly as set forth below.
- 72. Each individual employer shall contribute to the Education and Training Fund the sum hereinafter set forth for each hour worked for such employee on or after the effective date of this Agreement by each Journeyman or Apprentice Sheet Metal Worker. The rate of contribution from July 1, 2023, thru June 30, 2024, will be no less than \$0.40 per hour worked. The Union will allocate the total package effective each year of the contract.

73. Contributions are to be made to such Fund by the 10th day of the month following the month in which the hours are worked and shall be delinquent if not received in full on or before that date. The failure of an individual employer to remit contributions as required herein shall constitute a breach of such individual employer's obligation hereunder, and shall be subject to the rules established by the Utah Sheet Metal Education and Training Fund Collection Policy, as the same may be amended from time to time by the Trustees of the Fund. All unpaid contributions are considered plan assets of the Utah Sheet Metal Education and Training Fund.

74. If an individual employer becomes two months delinquent in remitting contributions to the Utah Sheet Metal Education and Training Fund as required by this Agreement, such individual employer may be required to post a bond, as provided under the Education and Training Fund Collection Policy. In the event an individual employer becomes delinquent in the payment of contributions for a period of two or more months, all of the individual employer's employee's may be withdrawn from employment. Further, if a surety or cost bond is filed with the Administrative Office of the Trust Funds, the Administrator may proceed under such bond to collect past-due contributions of the individual employer.

75. Any contractor not signatory to SMART Local Union #312 Agreement and not contributing to the industry funds, shall pay the like amount of contributions into the Education and Training Fund in addition to the above stated amounts.

76. Each individual employer who is bound by this Agreement shall be bound by the terms and conditions of the Utah Sheet Metal Education and Training Trust and the Rules, Regulations and Policies for the operation and administration of such fund as duly promulgated by the trustees of such trusts.

#14
FOREMEN

SECTION 1

77. Employees covered by this Agreement working on any job outside of the shop and lasting more than five (5) consecutive working days shall be supervised as described below in Sections 2 through 3. Selection of employees as Foremen and General Foremen shall be at the sole discretion of the Employer. However, a Foreman shall have been a member in good standing for two (2) consecutive years in Local Union #312.

SECTION 2

78. A Foreman is an employee who is charged with the responsibility of directing the work of four (4) to ten (10) employees.

79. Foreman pay shall be ten percent (10%) above the Journeyman basic wage scale. General Foreman pay shall be twenty percent (20%) above the Journeyman basic wage

scale. Superintendent pay shall be thirty percent (30%) above the Journeyman basic wage scale.

SECTION 3

80. The following schedule shall be used in assigning supervisory personnel:

1 to 3	None
4 to 10	1 Foreman
11 to 25	2 Foreman
Over 25	2 Foreman and 1 General Foreman
Over 35	2 Foreman 1 General Foreman and 1 Superintendent

81. When twenty-five (25) workers are employed on any job there shall be one additional Foreman for each ten (10) workers employed. When two or more Foremen are on the job, one shall be designated as a General Foreman. General Foremen may supervise more than one (1) job. When thirty-six (36) or more workers are employed on a job, a Superintendent will be placed. A Superintendent may supervise more than one (1) job. A Field Foreman will be a Superintendent. If a Foreman runs more than four (4) jobs at the same time, he will be paid General Foreman Pay.

#15 RATIOS

82. The ratio is defined as follows:

Journeymen	Apprentices/Classified	Pre-Apprentice 50%
1 to 3	2	1
4 to 6	3	2
7 to 9	5	2
10 to 12	7	2
13 to 15	9	3
16 to 18	11	3
19 to 21	13	4
22 to 24	15	5
25 to 27	17	6
28 to 30	19	7

83. All Apprentices employed at job sites must be previously registered with the Department of Labor, and Joint Apprenticeship Committee before reporting to job site.

#16
CLASSIFIED WORKER

84. The Classified Worker ratio will be as listed in Addendum #15.
85. The wage rate for the Classified Worker will be a minimum of forty percent (40%) of the full Journeyman wage rate. Further wage increases to be determined by mutual agreement of union, employer and employee, and verified in writing.
86. The Classified Worker Category of employee is to be utilized as a recruitment tool in organizing non-union Sheet Metal Workers.
87. The employer may recruit classified workers or the Union may dispatch classified workers, as they are available. Forty-eight (48) hour rule, as stated in SFUA Article XIII (last paragraph) applies.

See classified wage sheet.

88. Local Pension Fund contribution rate will be fifty percent (50%) of Journeyman rate for all hours worked. See wage and benefit sheet July 1, 2023 through July 1, 2027.

#17
INJURY AND SAFETY

89. An employee who leaves the job by authorization for treatment of an injury sustained on the job on that work day in the performance of company assigned work shall be paid up to three (3) hours at his/her regular straight time rate for time lost for receiving such treatment. The Union and Association will make reasonable efforts to provide for the safety and health for the employees during their hours of employment. The Union and Association agree to cooperate in promoting and supporting safety and accident prevention education for all employees.
90. Each employer agrees to be governed by the State and Federal Government's safety regulations such as the Safety and Health Standards Public Law 91-596, Safety and Health Act. This is to assure safe and healthful working conditions for working men and women by authorizing enforcement of the standards developed in the Act.
- a) The employer at their own expense shall be required to furnish all necessary PPE including but not limited to hardhats, non-prescription safety glasses, gloves, welding gloves and leathers and all safety equipment as required in all federal and state health and safety laws.
 - b) When an employee is required to work in the presence of acid chemicals or caustic substances, the employer agrees to furnish all protective clothing such as over-shoes, overalls, gloves, etc.
 - c) For safety purposes, on all jobs there must be a minimum of 2 sheet metal workers on every crew if working in an unoccupied building.

DRUG FREE WORKPLACE PROGRAM

91. PURPOSE: It is the policy of the above parties to provide a safe and healthful work place for all employees. It is recognized that construction is an inherently dangerous industry, that it is intensely regulated by a variety of local, state, and federal regulations and statutes, which specifically include the employer's duty to provide and maintain a safe work place. This policy defines efforts to provide a safe and accident-free work place by ensuring employees an environment free from the influences of drugs and/or alcohol and incorporates the guidelines of the most current 21 U.S.C. 802 and includes all substances listed on Schedule I, through Schedule V., as they may be revised from time-to-time (21 CFR 1308). They may include, but are not limited to:

Marijuana	Amphetamines	Propoxyphene
Cocaine	Barbiturates	Synthetic Opiates
Opiates	Benzodazepines	
Phencyclidine (PCP)	Methadone	

POLICY: The use of alcoholic beverages, marijuana, illegal drugs, narcotics or controlled substances by employees while on duty and/or at locations under the employers control, is prohibited.

TESTING: An employer, as a condition of employment, may require all employees to pass (negative results) a pre-employment drug/alcohol test. An employer may also require a post accident test and a probable cause test.

All new entrants must take and pass (negative results) a drug/alcohol test.

RANDOM TESTING:

- a) The employer agrees that all "bargaining and non bargaining" employees shall be placed in the random pool and subject to the same terms.
- b) The random sampling shall be performed by a third party testing agency where as all random samples shall be at the exclusive control of the third party agency.
- c) The employer shall designate one (1) or two (2) individual in the company who will be responsible for all confidential communication with said testing agency.
- d) The testing facilities shall be a certified laboratory.

RIGHTS OF EMPLOYEES: When requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.

92. Provisions of the Sheet Metal Industry Drug-Free Workplace Program/Policy shall bind each individual employer and each employee.

93. The Drug-Free Workplace contribution rate is set by DFW Directors.

94. Non-bargained employees shall be subject to the rules and regulations of the Sheet Metal Industry Drug-Free Workplace Program/Policy.

#19

CHURCHES –STRIP MALLS – SCHOOLS (ELEM, JR & HIGH)

95. On these projects the employer will be allowed to use a ratio of one (1) Journeyman, one (1) Apprentice, one (1) Classified, and one (1) Pre-apprentice. Or at the option of the employer, one (1) fifth (5th) year apprentice, ninth (9th) or tenth (10th) period, may be substituted for the Journeymen. Apprentice will only receive his current pay no foremen pay. This ratio will not count against the overall Apprentice/Pre-apprentice ratio. If the crew size for one project goes over three (3) workers, ratio for additional workers will be as stated in Addendum XV.

#20

RESIDENTIAL

96. This addendum has been executed for those contractors who are interested in including this type of work in their business and to establishing an agreement with many contractors not now included in the bargaining unit.

97. This addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing, and servicing of all residential heating and air conditioning systems, solar heating and the architectural sheet metal work on such residences.

98. The wage rates of these employees shall be as listed on the Residential Wage Rate Addendum, or other amount as mutually agreed upon between the Union and the Association, plus all fringe payments as outlined in the Residential Wage Addendum and Article VIII of the Standard Form of Union Agreement for Sheet Metal Residential Employees. Whenever prevailing wage rates established by Federal Laws provide more favorable terms and conditions for employees, then such rates shall prevail and this wage addendum will not apply.
(Davis, Bacon & H.U.D.)

99. Employers using this addendum agree to abide by the final decisions of the Local Joint Board, as provided for in Article X, of the Standard Form of Union Agreement and must be signatory to the regular Agreement.

100. The Union reserves the right in its sole discretion, to cancel this addendum with any employer who has been found by the Local Joint Adjustment Board to have violated these provisions.

101. Upon satisfactorily completing payment of the initiation fee prevailing at the time applicant is to be obligated as a Journeyman, the workers classification could be changed to Building Trades Journeyman upon approval of the Local Union Examining Committee.

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

103. The employer agrees that none but classifications in this wage addendum shall be employed on any work described in this addendum.

104. In the event a second or third shift is necessary, the work hours and premium pay shall be mutually agreed upon and incorporated as part of this addendum, but in no case shall it exceed five percent (5%) for the second shift or ten percent (10%) for the third shift. Shift work shall not be considered as such unless established for a period of five (5) days or more.

105. The employer shall provide all necessary transportation and fuel for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours.

106. The J.A.T.C. shall accept recommendations from both Labor and Management for training needs to better serve the Residential employers and employees to meet the needs and requirements of this aspect of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

107. The J.A.T.C. has set-up a five (5) year Apprenticeship program. First (1st) year fifty-eight percent (58%), Second (2nd) year at sixty-six (66%), Third (3rd) year seventy-five percent (75%), Fourth (4th) year eight-five (85%) percent and Fifth (5th) year ninety-five percent (95%) of the Residential Journeyman.

108. That the employer shall be entitled to a ratio of one (1) residential Pre-apprentice to one (1) residential Journeyman regularly employed throughout the year.

109. All applicants under this Addendum shall be a minimum of eighteen (18) years of age. Residential Pre-apprentices shall serve for a maximum of one (1) year and shall not be put in charge of work on any job, and shall be under the direct supervision of a Residential Journeyman installer or Journeyman technician.

110. All Residential employees will be hired according to the Referral Procedure Addendum #25.

111. The employer agrees to contribute to all funds in the amounts specified in the Residential Wage Addendum.

112. The employer agrees to be bound by the wages, hours, and working conditions contained in the local basic or local Standard Form of Union Agreement on any work

performed on commercial or industrial establishments, or on any work not specified in this addendum.

(See Residential Wage Addendum #20).

#21

MOONLIGHTING

113. An employee will not be allowed to hold more than one (1) job with employers signatory to this Agreement at the same time or subcontract sheet metal work while in the employ of a signatory Contractor.

114. No Journeyman Sheet Metal Worker, Apprentice, Pre-apprentice, or other classifications shall subcontract work or do any work on a piece work basis

115. No Journeyman Sheet Metal Worker, Apprentice, Pre-apprentice, or other classifications shall contract labor or give rebates on his/her wages.

#22

ASSOCIATION RECOGNITION

116. The Union recognizes the Sheet Metal Contractors Association of Utah as its primary bargaining agent.

#23

TOOLS AND EQUIPMENT

117. Tools and equipment furnished by the employers must be usable and in good repair. Pop riveters, banding guns, lasers, laser levels, chucks, bits, blades, gloves, leathers, goggles, lenses, strikers, C-clamps, gauges, pumps, torches, meters, head lamps, pencils, and markers are not employee furnished tools. Employer to provide power tools including cordless/battery pack tools. Cell phones and laptops will be furnished at the discretion of the employer. Employees are expected to show respect for all employer furnished tools and equipment.

#24

REFERRAL PROCEDURE

SECTION 1

118. In view of the necessity of record keeping for welfare purposes and other vital statistics, all sheet metal workers and apprentices going to work or changing jobs will advise the Union.

119. Journeymen Sheet Metal Workers, registered Apprentices, Pre-apprentices, or Classified Workers shall report to the Business Agents when laid off.

SECTION 2

120. OPEN JOB SOLICITATION: Local Union members will be allowed to solicit jobs from contractors signed to this agreement. (See Exhibit A) Provided, however, that anyone who solicits a job must have his/her name on the current out-of-work list and be available for work, and he or she shall only apply at the main office of the Local Union contractors signed to this agreement.

121. The employer shall requisition all employees who are to be employed in the bargaining unit from the local hiring hall of the Union having the area jurisdiction of the particular craft or skill involved. The Union will immediately dispatch such employees as have been requisitioned on a non-discriminatory basis in accordance with the dispatching rules attached hereto as Exhibit A, and made a part hereof by reference. However, it is understood and agreed that all such dispatching and the operation of the hiring hall that may be maintained by the Union shall be subject to and governed by the following condition:

122. Selection of applicants for referral to jobs shall be on a non-discriminatory basis with reference to race, sex, color or creed and shall not be based on or in any way affected by Union membership, by-laws, regulations, constitutional provisions or any other aspects for obligations of Union membership, policies or requirements.

123. The employer retains the right to reject any job applicant referred by the Union for any lawful reason.

124. The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functions for the hiring arrangements.

125. If the Union fails to furnish the requisitioned employee(s) within forty-eight (48) hours after the requisition is brought to the Union's notice, then and in that event the employer may secure such employee(s) from any other source available. However, in such event the employer will notify the Union immediately when such employee(s) are hired.

DISPATCHING PROCEDURES

126. The following dispatching procedures shall be forthwith placed in effect at the Union dispatching office pursuant to the provisions of the collective bargaining Agreement between the Union and Sheet Metal Contractors Association of Utah and signatory employers.

127. Employer has agreed that it will first call the Union Dispatching office for all workers.

128. When Local Union members solicit a job from an employer signed to this agreement the employer will FIRST notify Local Union #312 office of the individual or

individuals who have solicited a job and the Local Union will dispatch them according to the procedures as outlined in this addendum.

129. A written referral will be given for each worker dispatched to the contractor. This is not a Union “clearance” but rather written evidence in the worker’s possession that he/she has been dispatched in accordance with the applicable labor agreement.

130. The Union Dispatching Office shall maintain appropriate registration lists, cards, and other records of registered workers kept current from day to day and referrals of registered workers will be made in accordance with the seniority and qualification provisions hereinafter stated. However, when a worker seeks to register for the first time as a Journeyman, Apprentice, Pre-Apprentice/Utility Worker, and Classified Worker he/she shall furnish satisfactory proof that he/she is qualified to do the work in the particular category in which he/she seeks employment. It is the intention of the parties to the Labor Agreement that only competent workers shall be employed. Standards to be used by the dispatcher in determining qualifications will be as follows:

131. Journeyman Sheet Metal Workers

- a) Any worker who has previously worked for a Signatory Employer in the State of Utah as a Journeyman Sheet Metal Worker will be deemed to be qualified as a Journeyman Sheet Metal Worker.
- b) Any worker who has worked as a Journeyman Sheet Metal Worker in the commercial or industrial field for a minimum of five (5) years with the tools of the trade must present a certificate of qualification.
- c) All other workers desiring to be registered and dispatched as Journeymen Sheet Metal Workers must show five (5) year’s experience with the tools of the trade and must present to the dispatcher a certificate of qualification.

132. Apprentices

- a) Any worker currently registered in the Apprentice program will be deemed as a qualified Apprentice.
- b) Any worker whose application to the Joint Apprenticeship Committee has been accepted within the last sixty (60) days will be deemed qualified for referral on a probationary basis in accordance with apprenticeship program procedures.

133. Pre-Apprentice. Any worker who has previously worked for a Signatory Employer in the State of Utah as a Pre-Apprentice for a period of sixty (60) days will be deemed to be qualified as a Pre-Apprentice.

#25
PRE-APPRENTICE

134. Pre-apprentices shall be under the general direction of a Journeyman and may do any work of an apprentice.

135. In the event of the misallocation of work, the shop steward will intervene, and the final determination will be decided by the Business Representatives of Local Union #312.

136. Wage to be set at fifty percent (50%) of basic wage, and contribution to Health and Welfare Fund and National Pension Fund.

#26
MARKET RECOVERY FUND

137. If authorized to do so by proper check off, each individual employer shall withhold from each Journeyman's payroll thirty (\$0.30) cents per hour for each hour worked from July 1, 2023 thru June 30, 2028 to be set aside as a Market Recovery allowance and deposited in a fund established to receive it. The amount shall be withheld from the Journeyman's payroll after taxes and other approved deductions have been made. These amounts shall be forwarded to the third party administrator by the 15th day of the month following the month in which the hours are worked, and reported on forms provided. Such amounts shall be delinquent if not received in full on or before that date. The failure of an individual employer to remit the amounts as required herein shall constitute a breach of such individual employer's obligation hereunder, and if such individual employer becomes two (2) or more months delinquent in remitting the required amounts, then such individual employer may be required, upon written notice from the third-party administrator of the Fund, to remit all future amounts on a weekly basis within seven (7) days of the week in which the hours are worked. An individual employer may resume remitting the required amounts on a monthly basis at such time as all delinquent amounts have been paid in full and, thereafter, such employer timely remits future amounts for a period of five (5) successive weeks.

#27
CONTRACTOR LICENSE
AND INSURANCE

138. Contractors signatory to this agreement must be properly licensed as a contractor as required by the State Contractors License Act and must carry full coverage under the State Worker's compensation laws for employers and must have a permanent shop other than a residence and must be equipped with the tools required for the performance in which the contractor is engaged as a specialty contractor.

#28

EQUAL EMPLOYMENT OPPORTUNITY

139. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, color, sex, national origin, or religion, ancestry, membership in any church, society or fraternity nor will there be any discrimination in the placement of qualified disabled individuals, or disabled veterans of the Vietnam era. This shall be in regards to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#29

WORK ASSESSMENT

140. Each individual employer shall submit the stipulated amount per hour for each hour worked two (2%) percent work assessment on or after the effective date of this agreement to be set aside for this fund and be deposited in an account established to receive it. These monies shall be forwarded to a third party funds administrator by the fifteenth day of the month following the month in which the hours are worked and be reported on forms provided. Such amounts shall be delinquent if not received in full on or before that date. The failure of an individual employer to remit the amounts as required herein shall constitute a breach of such individual employer's obligation hereunder, and if such individual employer becomes two (2) or more months delinquent in remitting the required amounts, then such individual employer may be required, upon written notice from the third-party administrator of the Fund, to remit all future amounts on a weekly basis within seven (7) days of the week in which the hours are worked. An individual employer may resume remitting the required amounts on a monthly basis at such time as all delinquent amounts have been paid in full and, thereafter, such employer timely remits future amounts for a period of five (5) successive weeks.

WELFARE & PENSION PLAN

For information regarding your health and welfare benefits please go to: www.ssatpa.com/USM

You can also visit the Fund office at:

5223 Ascension Way, Ste 200
Murray, UT 84123