

**Modification Standard Form of Union Agreement  
For Local Union No. 33  
Cleveland District**

**AGREEMENT  
OF  
SMACNA-CLEVELAND**



**With**

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

**LOCAL UNION NO. 33**

**CLEVELAND DISTRICT**



**EFFECTIVE: MAY 1, 2019**

**EXPIRES: APRIL 30, 2022**

**AGREEMENT**  
**OF**  
**SMACNA-CLEVELAND**

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N ROYALTON, OH 44133  
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**with**

**INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND  
TRANSPORTATION WORKERS  
Local Union No. 33  
CLEVELAND DISTRICT**

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# **INDUSTRIAL FABRICATING AND MANUFACTURING ADDENDUMS**

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**STANDARD FORM**  
**OF**  
**UNION AGREEMENT**  
**(As Modified)**

Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Divisions of the Construction Industry.

This Agreement entered into this 1<sup>st</sup> day of May, 2019, by and between SMACNA-Cleveland, and each business establishment individually, whether represented by a Contractor Association or not, hereinafter referred to as the Employers, and the Local Union No. 33 of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for the Cleveland District with jurisdiction over the counties of Ashtabula, Cuyahoga, Geauga, and Lake counties of Ohio.

**ARTICLE I**  
**SCOPE OF WORK**

**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 air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing, balancing, and servicing of all HVAC 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) all architectural work including but not limited to: composite, ACM, insulated, double-wall & single-wall sheet metal panels; sheet metal roofs, cornice work, coping, flashing, gutters, downspouts, and decorative metals; (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

**ARTICLE II**  
**SUB-CONTRACTING**

**SECTION 1:** No Employer shall sub-contract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor, or other person or party who fails to agree, in writing, to comply with the conditions of employment contained herein, including without 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 applicable provisions of this Agreement, the Employer agrees that when sub-contracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to union fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under the provision of this Agreement.

### **ARTICLE III WORK TO BE PERFORMED**

**SECTION 1:** The Employer agrees that none but journeymen and apprentice 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 and SMART, shall be provided to the Employer.

### **ARTICLE IV FURNISHING MANPOWER**

**SECTION 1:** The Union agrees to furnish, by referral (See Addendum A), upon request by the Employer, duly qualified substance-free with current substance-free card journeymen and apprentice 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 MEMBERSHIP**

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

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

### **ARTICLE VI WORK DAY**

**SECTION 1:** The regular working day shall consist of eight (8) hours labor in the shop or on the job between (See Addendum B), and the regular working week shall consist of five (5) consecutive eight (8) hour day's 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 one and one half (1½) times the regular rate. Overtime after twelve (12) hours shall be paid at double (2) time. 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 (See Addendum B).

When an employee is requested to work in excess of twelve (12) hours in a day in which overtime has not been scheduled, the employee shall receive a thirty (30) minute lunch period after the twelfth (12<sup>th</sup>) hour, paid by the Employer at the appropriate rate. In the case of scheduled overtime, the employee shall receive a thirty (30) minute lunch break after the twelfth (12<sup>th</sup>) hour and every fourth (4<sup>th</sup>) hour thereafter, for which he will not be paid.

Scheduled overtime must be scheduled by the end of the previous day's regular shift.

Employees may refuse overtime without repercussion.

Employees shall be allowed coffee or other nonalcoholic beverage once during working hours, in the morning, at their immediate work station with a maximum of ten (10) minutes for the break. Also, when an employee works an unscheduled ten (10) hour shift, he shall receive a second ten (10) minute break at their immediate work station in the afternoon.

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

**SECTION 2:** The parties hereby agree that effective January 1, 2011 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as holidays. Any holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on Sunday will be observed on the following Monday. All work performed on holidays shall be paid at two (2) times the regular hourly rate. All work performed on Sunday shall be paid at two (2) times the hourly rate.

**SECTION 3:** It is agreed that all work performed outside the 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 work day in occupied buildings shall be performed under shift work conditions to the established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. (See Addendum C).

**SECTION 5:** A regular four/10 hour day work week schedule may be scheduled with prior approval and should be scheduled for four (4) consecutive days, Monday through Friday.

- (a) The Employer may elect, with prior approval of Local Union No. 33, to work an alternate shift on a job site or the shop Monday through Friday for four (4) consecutive days at ten (10) hours per day straight time pay. However, where a holiday falls within the four (4) day schedule, the



alternate day may be worked at ten (10) hours straight time. All hours in excess of twelve (12) hours worked during the four (4) day schedule shall be paid at double (2) time, with hours eleven (11) and twelve (12) being paid at time and one half (1½).

- (b) The first ten hours worked on the fifth (5<sup>th</sup>) day shall be paid at time and one half (1½). Hours worked on the fifth day in excess of twelve (12) hours shall be paid at double (2) time.
- (c) The first twelve (12) hours worked on Saturday shall be paid at time and one half (1½). All hours in excess of twelve (12) hours worked on Saturday, and all hours worked on Sunday and Holidays shall be paid at double (2) time.
- (d) The four (4) day work schedule may apply both to shop and field. The Employer may work more than one four (4) day work schedule in the shop and/or any field erection.
- (e) Either party, upon notice, may elect to revert the normal five (5) day, forty (40) hour work week.
- (f) If an employee is taken off a 4/10's job and placed on a regular schedule job, for any days worked 4/10, he shall be paid at the applicable overtime rate for hours worked over eight (8) hours on those days.
- (g) Notwithstanding other provisions of this Article, if weather or conditions outside the employers control, a make-up day may be scheduled for Friday, on a four (4) day, ten (10) hour work week schedule. Employees may refuse the make-up day without repercussion.

## **ARTICLE VII TRAVEL**

**SECTION 1:** When employed in a shop or on a job within the jurisdiction of Local 33, Cleveland District as defined in this Agreement, employees shall be governed by the regular working hours specified herein and shall provide for themselves the 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, at the established I.R.S. Business rate. The I.R.S. Business rate will be established on January 1<sup>st</sup> of the new calendar year.

**SECTION 2:** When employed outside of the limits specified in Section 1 of this Article employees shall provide transportation for themselves, which will assure their arrival at the regular starting time of the job. If an alternative method is used, it will be provided in a written Addendum attached hereto. (See Addendum D). 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.

## **ARTICLE VIII RATES OF PAY**

**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 Addendum S) 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 and apprentices, 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 International Association of Sheet Metal, Air, Rail and Transportation Workers, 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:

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

**SECTION 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 Section 2 and 6 of this Article, the Employer agrees that journeymen and apprentices 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 Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such areas, 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 2 of this Article, but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the International

Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then the minimum conditions of the home local union shall apply.

**SECTION 7:** In applying the provisions of Section 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:** Health Benefit Plan 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.

**SECTION 9:** Wages at the established rates specified herein shall be paid by Direct Deposit or payroll check. All reasonable efforts should be made to pay wages by Direct Deposit in the employee’s bank account or payroll check in the shop or on the job, on or before Friday of each week and employees shall be paid no later than four (4) calendar days from the end of the Employer’s payroll period. A pay stub shall be provided to the employee on a weekly basis for all payroll checks or Direct Deposits received. The pay stub shall be provided to the employee in the form of (1) a physical hard copy or (2) an emailed soft copy, or (3) an online portal that the employee may access to obtain the pay stub. If the employee has no access to email or an online portal and within 24 hours of the employee’s request, a hard copy of the pay stub shall be made available for pick up at the employer’s place of business or mailed to the employee, at the employee’s request.

However, employees when laid off, shall be paid one-half (½) hour before layoff. When employees are laid off or discharged, they shall be paid by all employers in payroll check or other legal tender on the job immediately. Any wages owed will be mailed and postmarked within twenty-four (24) hours on the next regular work day after termination. Any sheet metal employee laid off or terminated who is not paid in full within twenty-four hours (determination will be the official U.S. Postal Service postmark) will receive fifty (\$50.00) dollars pay, plus an additional fifty (\$50.00) dollars pay for each day his check is not received or postmarked. There will be a seventy-five (\$75.00) dollar penalty fee for any check that is given to a member from an employer with insufficient funds and the employer must pay any additional charges incurred by the employee.

**SECTION 10:** Journeymen and apprentice sheet metal workers who report for work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours’ pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay. 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.

**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.

**SECTION 12(b):** The Employer shall pay to the Sheet Metal Industry Promotion Plan, Royalton Plaza, 6060 Royalton Road, North Royalton, OH 44133, the applicable amount per hour worked (see wage sheet) on or after the effective date of this Agreement for each employee of the Employers covered by this Agreement. SMACNA-Cleveland shall remit twelve (\$0.12) cents per hour for every hour worked for each employee of the Employers that are members of SMACNA-Cleveland Association to the National Industry Fund (IFUS) for the purpose of transmittal through SMACNA-Cleveland Association.

**SECTION 12(c):** The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report, a financial statement attested to by a Certified Public Accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

**SECTION 12(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 International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) calendar days' notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairman 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 servicing 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.

**SECTION 13(b):** The Employer shall pay to the Sheet Metal Industry Promotion Plan, Royalton Plaza, 6060 Royalton Rd, N Royalton, OH 44133, (the local industry fund), the applicable amount per hour worked (see wage sheet) on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly as prescribed in Addendum Q, Section 4: Time of payment. SMACNA-Cleveland shall notify the Business Manager of the Union of any changes to this established contribution rate prior to such change becoming effective during each negotiation of this Agreement.

**SECTION 13(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.

**SECTION 13(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 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) the applicable amount per hour (see wage sheet) for each hour worked by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 15<sup>th</sup> 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 Sheet Metal Workers' Benefit Funds Office.

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, the applicable amount per hour (see wage sheet) for each hour worked by each employee of the Employer covered by this Agreement. Payments shall be made on or before the 15<sup>th</sup> 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 Sheet Metal Workers' Benefit Funds Office.

Effective as of the date of this Agreement, the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the applicable amount per hour (see wage sheet) 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 15<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for the purposes of collection and transmittal through Sheet Metal Workers' Benefit Funds Office.

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 five (5) 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. (See Addendum Q)

(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 International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national funds.

(c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the Trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months.

## **ARTICLE IX TOOL LIST**

**SECTION 1:** Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves the hand tools listed in (See Addendum G).

**SECTION 2:** Journeymen and apprentice sheet metal workers covered by this Agreement shall not be permitted or required to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials. These provisions 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 job to home at quitting time at either starting or quitting time.

## **ARTICLE X GRIEVANCE PROCEDURE**

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 having jurisdiction over the parties and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of an equal number 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) calendar 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 Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.<sup>1</sup> Notice of appeal to the Panel shall be given within thirty (30) calendar days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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<sup>1</sup>\*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.

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, shall 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) calendar 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 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.

**SECTION 7:** Failure to exercise the right to 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-Chairman 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-Chairman of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairman 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-Chairman 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.

## **ARTICLE XI APPRENTICES**

**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 members selected by the Employer's Association and the Union. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they may deem necessary, and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, and working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as a part of this Agreement.

**SECTION 2:** The Joint Apprenticeship 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.

**SECTION 2(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 and 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 the first journeyman regularly employed throughout the year and then a ratio of one apprentice to two journeymen (up to twenty (20) journeymen) regularly employed throughout the year, and a ratio of one (1) apprentice to three (3) journeymen thereafter.

(a) All applications of contractors for an apprentice shall be submitted to the local Committee.

(b) You must have employed journeymen sheet metal workers for a period of thirty nine (39) full weeks or more or an individual total of 1,560 hours or more each during the past year.

(c) You must have reasonable assurance that you will have sufficient work to keep both the apprentice and the proper ratio of journeymen sheet metal workers employed.

(d) All apprentices are to receive training in the shop and field to be monitored by the Cleveland District Joint Apprenticeship and Training Committee.

**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 during the first four (4) years of the apprenticeship. Apprentices, who have satisfactorily completed the first four (4) years of related classroom training using the Sheet Metal Joint Apprenticeship Training curriculum and accumulated a minimum of 6500 hours of on the job training with satisfactory performance, shall be permitted to work alone on any job site (See Addendum K).

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 6:** A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the established wage rate of journeymen sheet metal workers. The scale may vary based on local market conditions and recruiting requirements. (See Addendum K)

**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 work force and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

## **ARTICLE XII LABOR MANAGEMENT COMMITTEE**

**SECTION 1:** The Local Employers Association (The Sheet Metal Industry Promotion Plan) and SMART Local No. 33 Cleveland District 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. The purposes shall include, without limitation, the following:

1. To improve communication between representatives of labor and management;
2. To provide workers and employers with opportunities to study and explore new innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry.
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. To engage public education and other programs to expand the economic development of the industry;

**SECTION 2:** The funding of these activities and the Labor – Management Committee shall be equally shared by the Contractors’ Association at a rate of five cents (\$0.05) per man hour worked and SMART Local No. 33 Cleveland District at a rate of five cents (\$0.05) per man hour worked. These funds shall be payable to the Labor – Management Committee account as directed by the Committee.

### **ARTICLE XIII DISCRIMINATION**

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

### **ARTICLE XIV TERMINATION**

**SECTION 1:** This Agreement and Addenda, Numbers A through U attached hereto, shall become effective on the 1<sup>st</sup> day of May, 2019, and remain in full force and effect until the 30<sup>th</sup> day April, 2022, 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.

**SECTION 2:** Whenever in this Agreement a masculine noun or pronoun is used, it shall include the feminine case as well whenever such interpretation is consistent with sound construction.

**SECTION 3:** 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.

**SECTION 4:** Notwithstanding any other provisions of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the 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 thereof. There shall be no strike or lockout over this issue.

**SECTION 5:** 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 6:** By execution of this Agreement, the Employer authorizes SMACNA - Cleveland 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 1<sup>st</sup> day of May, 2019

**SMACNA-CLEVELAND, OHIO  
(SHEET METAL AND AIR CONDITIONING  
CONTRACTORS NATIONAL ASSOCIATION)**

By: \_\_\_\_\_  
Thomas E. Martin, Chairman

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION  
WORKERS LOCAL UNION No. 33 - CLEVELAND DISTRICT**

By: \_\_\_\_\_  
Michael Coleman, Business Manager/President

**BEING ADVISED THAT THE FOREGOING** is a true copy of the original Agreement signed by the Association and the Union as of the above named date, does now, as co-party of the first part, duly make and enter into the same co-jointly with the Association and the Union, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**IN WITNESS WHEREOF** the said Company does now Co-sign this Agreement by the hand of its authorized Agent (or Agents), to wit, the undersigned:

**SIGNED FOR THE** \_\_\_\_\_  
(Name of Company - Please Print)

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Address)

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Employer's Workers Compensation Number \_\_\_\_\_

Unemployment Compensation Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

## **NEGOTIATING COMMITTEE**

### **INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS LOCAL UNION NO. 33 CLEVELAND DISTRICT**

Michael Coleman, Business Manager/President

Thomas Wiant, Financial Secretary-Treasurer/Vice-President

Tim Miller, Business Representative

Todd Alishusky, Business Representative

Dan Findley, Business Representative

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### **SMACNA - CLEVELAND**

Thomas E. Martin, President and Chairman

Donald C. Skala, Vice President

Michael Steidel, Treasurer

Craig Berman, Director

John E. Sickie, Jr., Immediate Past President

John R. Sindyla, Esq., Chief Executive Officer

## **ADDENDUM A REFERRAL**

**SECTION 1:** Referral language: Effective May 1, 1988, any Employer in need of additional employees may call the district office or submit his request in writing.

**SECTION 2:** The Union agrees to furnish the Employer or Employers parties hereto journeymen sheet metal workers in sufficient number as may be necessary to properly execute the work contracted for by the Employer or Employers in the manner and under the conditions specified in this Section.

**SECTION 3:** The Union agrees to select and refer all applicants for employment without discrimination against such applicants by reason of, or in any way affected by, Union membership, by-law regulation, constitutional provisions, or any other aspects of obligation of union membership, policies or requirements. Further, there shall be no discrimination because of race, color, creed, national origin, age or sex.

**SECTION 4:** The Employers shall have the right to reject any applicant for employment.

**SECTION 5:** A member of the Cleveland District only may seek employment with any contractor in signed Agreement with the Cleveland District and in order for the applicant to gain access to the various industries within the jurisdiction of Local No. 33 and substantiate that he has been referred to a particular Employer, he shall report to the Union office and receive his referral in quadruplicate. Said referral shall contain the name of the Employer to whom he is referred, his name, address, telephone number, social security number, etc. He will also receive an authorization for working dues deduction, and savings deduction.

**SECTION 6:** If, within a period of forty eight (48) hours, the Employer cannot obtain employees under the hiring procedure as set forth in this Section, he shall be permitted to hire from any other source whatsoever, and such employees shall apply for membership in the Union as set forth in Article V of the Union Agreement.

**SECTION 7:** The Employer shall have the right to recall a former employee provided a period of no more than sixty (60) days has expired.

**SECTION 8:** Both the Union and the Employer agree to post a copy of the referral procedure set forth in this Section in places where notices to employees and applicants for employment are customarily posted.

**SECTION 9:** The referral slip will be a four part form. The employee termination copy to be sent by the Employer to the Union office.

## **ADDENDUM B HOURS OF WORK**

**SECTION 1:** The regular working day shall consist of eight (8) hours labor in the shop or on the job between 5:00 a.m. and 5:30 p.m., which includes a one-half (½) hour regularly scheduled lunch break. Additionally, if an employee is scheduled to begin work in the field, or in the shop, anytime outside 5:00 a.m. and 9:00 a.m., then the employee's entire work schedule is a "shift" and subject to the shift premium set forth in Addendum C, Section 2.

**SECTION 2:** On overtime work, if any apprentice works, the following shall apply:



1 Journeyman	1 Apprentice
2 Journeymen	1 Apprentice
3 Journeymen	2 Apprentices
4 Journeymen	2 Apprentices
5 Journeymen	3 Apprentices
6 Journeymen	3 Apprentices
7 Journeymen	4 Apprentices
8 Journeymen	4 Apprentices
9 Journeymen	5 Apprentices
10 Journeymen	5 Apprentices
11 Journeymen	6 Apprentices
12 Journeymen	6 Apprentices
13 Journeymen	7 Apprentices
14 Journeymen	7 Apprentices
15 Journeymen	8 Apprentices
16 Journeymen	8 Apprentices
17 Journeymen	9 Apprentices
18 Journeymen	9 Apprentices
19 Journeymen	10 Apprentices
20 journeymen	10 Apprentices

Maintaining three (3) journeymen to one (1) apprentice ratio from thereon. No apprentice shall displace a journeyman already on the job.

### **ADDENDUM C SHIFT WORK**

**SECTION 1:** Shift work shall be permitted in the shop only on the basis of eight (8) hours work for eight (8) hours pay, at the regular hourly rate, plus a three dollar, fifty cents (\$3.50) per hour shift differential. Shifts shall be of five (5) day minimum, excluding Saturdays, Sundays, and holidays, and a two (2) journeyman minimum on the shift. No man who works a regular work day will be allowed to work a shift, and the Local Union office shall be notified by the Shop Steward when shift work is put into effect. No member shall be discriminated against for refusal to work on a shift basis.

**SECTION 2:** Shift work, for all work performed in the field, including new construction, shall be permitted only on the basis of: a shift of one (1) day or more, will be on the basis of eight (8) hours pay, at the regular hourly rate of pay, plus three dollar, fifty cents (\$3.50) per hour shift differential. No man is to work a regular work day and a shift. Minimum shift work day is to be eight (8) hours. All work performed over eight (8) hours is to be paid at the rate of one and one half (1½) times the regular hourly rate, plus the three dollar, fifty cents (\$3.50) per hour shift differential, plus all work on Sundays and holidays shall be at two (2) times the regular hourly rate, plus three dollar, fifty cents (\$3.50) per hour shift differential. Shift work may start any time after 12:00 midnight on Sunday, and Friday shift work will not start after 9:00 p.m. Friday night, and must be completed by 5:30 a.m. Saturday. Prior notice by the Employer to Local Union No. 33 of all shift work is required. There shall be a two (2) man minimum for safety, unless attendant is on the job.

**SECTION 3:** Four (4) ten hour days at the regular hourly rate will be permitted on jobs where the project is so scheduled by the general contractor.

**ADDENDUM D  
TRAVEL OUTSIDE OF JURISDICTION  
BEFORE & AFTER QUITTING TIME**

Employees driving or riding in the Employer's conveyance, or driving or riding in the employee's conveyance before starting time and after quitting time, shall be considered working and shall be compensated for expenses as follows:

The employee driving or riding in the employee's conveyance shall be compensated at the I.R.S. Business rate, plus thirty (\$0.30) cents per mile, on the shortest distance from the jurisdictional line closest to the jobsite, to the actual jobsite, as established by Map Quest. The I.R.S. Business rate will be established on January 1<sup>st</sup> of the new calendar year.

The employee driving or riding in the Employer's conveyance shall be compensated at thirty (\$0.30) cents per mile, on the shortest distance from the jurisdictional line closest to the jobsite, to the actual jobsite, as established by Map Quest.

This compensation, as outlined in these Sections, shall be paid as expenses to each employee on a round trip basis and shall be computed separately from his/her pay. It is understood that the compensation mentioned in all sections shall be paid for each full working day or fraction thereof, spent in the area of the job outside the Agreement's geographical jurisdiction.

Any employee traveling out of the jurisdiction of the Cleveland District and required by the Employer to remain overnight shall be paid for expenses in addition to the aforementioned schedule, all necessary single occupancy room, or true double occupancy room (separate bedrooms), board and a daily per diem based upon the CONUS meals and incidental rate for that area.

For the purpose of computing travel pay into the Cleveland District contractual bargaining area from an area outside the Cleveland District, it shall be computed based on the I.R.S. Business rate, plus thirty (\$0.30) cents per mile, based on the shortest distance from the jurisdictional line to the jobsite, as established by Map Quest. The I.R.S. Business rate will be established on January 1<sup>st</sup> of the new calendar year.

**ADDENDUM E  
PARKING**

Parking fee allowance of nine (\$9.00) dollars per day shall be paid per job upon verification. Excluding jobs at University Hospital, Cleveland Clinic, Case Western Reserve University and Cleveland Hopkins International Airport, which parking will be paid in full upon presenting receipt.

**ADDENDUM F  
HIGH PAY AND AGE PREFERENCE  
FOREMAN'S RATE**

**SECTION 1:** Where the Employer employs five (5) or more men, one (1) of every five (5) sheet metal workers shall be between the ages of forty (40) and sixty (60) years.

**SECTION 2:** In case of layoff, residents of Ashtabula, Cuyahoga, Geauga, and Lake counties will be last to be laid off.

**SECTION 3:** Journeymen and apprentices, while working in excess of fifty (50) feet above the ground on a suspended stage or a suspended rolling scaffold, will receive two dollars and fifty (\$2.50) cents per hour more. Also, all swing seat work will be paid two dollars and fifty cents (\$2.50) per hour more.

**SECTION 4:** On each job performed away from the shop on which three (3) to four (4) men are employed, one (1) of these men shall be designated Foreman, and paid Foreman's rate of wages. The hourly rate for all Foremen shall not be less than two dollars and seventy-five cents (\$2.75) per hour over the hourly rate for journeymen sheet metal workers. On each job performed away from the shop on which five (5) to fifteen (15) men are employed, one (1) of these men shall be designated Foreman, and paid Foreman's rate of wages. The hourly rate for all Foremen shall not be less than three dollars and fifty cents (\$3.50) per hour over the hourly rate for journeymen sheet metal workers. On each job performed away from the shop on which sixteen (16) men and over are employed, one (1) of these men shall be designated General Foreman, and paid General Foreman's rate of wages. The hourly rate for all General Foremen shall not be less than four dollars and seventy-five cents (\$4.75) per hour over the hourly rate for journeymen sheet metal workers. No employee shall be required to work under the supervision of members of any union which is not affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers.

All Employers with fabrication shops where three (3) or more men are regularly employed, one of these men shall be designated as Shop Foreman and be paid Shop Foreman's rate of wages. The hourly rate for all Shop Foremen shall not be less than two dollars and seventy-five cents (\$2.75) per hour over the hourly rate for journeymen sheet metal workers.

## **ADDENDUM G TOOL LIST**

**SECTION 1(a):** Journeymen and apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The required hand tools are as listed below:

One six foot rule (folding)  
25' 0" steel tape  
R & L aviation snips - right/left hand  
Regular straight snips, bulldog snips (either/or)  
8" regular pliers  
Screwdrivers (as required)  
Cold chisel and cape chisel  
Plumb bob  
12" adjustable square (combination with level)  
Trowel  
Mortar chisel  
Vise grip pliers  
Scratch awl  
Crescent wrench or open end  
Center punch  
Wrenches/open or boxed end, 3/8" to 3/4" inclusive  
Stove bolt wrench (3/16" & 1/4")  
8" adjustable wrench

Metal hand punch (Whitney #5 Jr. or equal)  
Hand tongs - 3½”  
Crimpers  
Drift pins  
Chalk line  
Rivet sets (as required)  
Hack-saw frame  
Riveting hammer 1 1/4# - Peening hammer (either/or)  
Prick punches  
Dividers (as required)  
Dolly bar  
Pop Rivet gun  
Caulking gun

**SECTION 1(b):** All additional tools to be furnished by the Employer. A member of Local Union No. 33 may carry a 100 ft. extension cord, drill motor, and a 24” level, if provided with such by the Employer.

**SECTION 1(c):** The Employer shall furnish all protective clothing as per OSHA regulations.

**SECTION 1(d):** Probationary apprentices shall furnish a hammer, rule, screwdriver, pliers and aviation snips (right and left hand).

**SECTION 1(e):** Any owner issued tools that are assigned to the journeymen and apprentice sheet metal worker shall be returned to the employer in working condition, with normal wear and tear expected. If the tools are not returned or not returned in working condition, the employer shall notify the local business representative of the unacceptable condition.

## **ADDENDUM H WORK RULES**

The following Work Rules shall be observed by both Employers and employees and are to be considered part of the signed Union Agreement:

### **RULE 1:**

#### **APPRENTICES**

All Employers, journeymen sheet metal workers and foremen are required to give an apprentice all the opportunity possible to learn and progress. Foremen and men in charge of shops and jobs are responsible for an apprentice and are required to see that an apprentice attends school on the week assigned to him.

### **RULE 2:**

#### **STANDARDS**

**SECTION 1:** Journeymen sheet metal workers and apprentices shall strive at all times to do their work in a neat, safe, and efficient workmanlike manner and uphold the quality and standards of sheet metal work, as formulated by the Board of Standards. It is expected of each journeyman and apprentice to improve his knowledge of and ability in the trade.

**SECTION 2:** Journeyman sheet metal workers and apprentices shall adhere to the Code of Excellence. If there is any conflict between the Code of Excellence and the Collective Bargaining Agreement between

SMACNA/Cleveland and SMART Local No. 33 Cleveland District, the terms and conditions of the Collective Bargaining Agreement shall supersede the Code of Excellence.

**RULE 3:**

**FACILITIES**

The Employer shall maintain a permanent place of business which is a building that is not connected to their residential dwellings. Employers are required to have their shops clean, well-lighted, heated, and the necessary sanitary facilities as required by law. They are to provide all necessary safety devices on tools and machinery. In shops and on jobs, the Employer is required to furnish a large tool box or necessary protection for the tools and equipment.

All company trucks shall carry the name of the company visible at appropriate locations on the truck.

**RULE 4:**

**WORKMEN'S COMPENSATION -  
SOCIAL SECURITY**

**SECTION 1:** The Employer shall carry Workers' Compensation Insurance, irrespective of the number of employees he may have, for the protection of the men employed by him. Each Employer is to furnish to Local Union No. 33, Cleveland District, a copy of his certificate of premium payment covering Workers' Compensation.

**SECTION 2:** The Employer shall carry Unemployment Insurance, regardless of the number of men he employs, old age benefits, etc., as required by the laws of the State of Ohio and the Federal Government.

**RULE 5:**

**DELIVERIES - PERMISSION**

**SECTION 1:** Journeymen sheet metal workers and apprentices driving company trucks shall not leave the shop before the specified starting time and shall return to the shop by the specified quitting time unless overtime is paid.

**SECTION 2:** No overtime shall be worked unless reported to the Local Union office and proper permission granted.

**RULE 6:**

**INJURIES**

Whenever an employee is injured in the shop or on the job, he shall have the transportation provided, and be accompanied, to and from the doctor or hospital as common sense dictates.

**RULE 7:**

**STEWARDS**

**SECTION 1:** A Steward shall be promptly appointed on all jobs by the Business Manager or his Representative, who shall notify the Employer or his representative of such appointment within twenty four (24) hours by phone and confirmed within one (1) week by mail. The Steward shall be an employee who

is working on the job and shall be a member of Local Union No. 33 Cleveland District. The Steward shall be retained as long as one (1) or more men are working on any operation on such job or shop so long as he is qualified to perform such available work. The Steward shall not be interfered with in the reasonable performance of his Union duties.

**SECTION 1(a):** Stewards shall have no authority whatsoever to call, order, or create a strike or work stoppage. The Steward shall report all serious matters to the Union officers.

**SECTION 2:** In the event the Employer wishes to discharge or transfer a Steward, the Steward shall notify the Union. If the Business Manager or his representative and the Employer or his Representative cannot agree on discharge or transfer of the Steward, the Union shall, within forty eight (48) hours, refer the matter to the Local Joint Adjustment Board as provided in Section 2 of Article X. If this dispute is not settled by the Local Adjustment Board, Section 3 and Section 4 of Article X shall be applicable to such dispute.

**SECTION 3:** When the Employer of a Steward has three (3) or more journeymen sheet metal workers working overtime on a job site or shop, the Steward shall be one of the journeymen working overtime.

**SECTION 4:** The Steward shall promptly report to the Union Office all requests that he has received from the Employer regarding overtime work and the names of journeymen and apprentices working overtime.

**RULE 8:**

**BUSINESS REPRESENTATIVE**

The Business Manager, or his Representative and the Sheet Metal Industry Promotion Plan's representatives shall, at all times, have the privilege during working hours, to enter any shop present himself at the office during the shop visit, or to go on any job to transact whatever business they may have to perform.

All signatory contractors agree to furnish the Business Manager or his Representative, a list of all projects that the contractor is performing work at, on a monthly basis or at the request of the union.

**RULE 9:**

**UNIFORM VACATION SCHEDULES**

Vacations shall be taken at a time when mutually agreed upon by the Employer and employee. Employees may take vacation at any time after giving two (2) week's notice of vacation starting dates to the Employer, providing not more than ten (10%) percent of the employees are allowed to go on vacation at one time, unless agreed to by the Employer. The Employer will post a vacation chart for employees to select their vacation time.

**RULE 10:**

**WORK TO BE PERFORMED LIST**

For the purpose of proving jurisdiction, the Employer agrees to provide the Union with a written letter of assignment on the Employer's letterhead, upon request for certain specific types of work to be performed at a jobsite prior to commencement of work at the site.

The Employer also agrees to furnish, within ten (10) days of request by the Union, completed forms as required by State and/or Federal Department of Labor, for purposes of prevailing wage surveys by county.

Occasional or out-of-town contractors shall complete and submit to the Union, said forms immediately upon start of a job within the bounds of Local Union No. 33.

**RULE 11:**

**YELLOW LABEL**

The yellow label will be visible on projects fabricated in the Employer's shop.

**RULE 12:**

**SUBSTANCE ABUSE AND EMPLOYER ASSISTANCE PROGRAMS**

The Employee Assistance Program is a part of this Agreement between SMACNA - Cleveland, and Local Union No. 33 Cleveland District. Additional copies may be obtained by request from the Local Union office.

All parties to this Agreement (Employees, Employers, and Union Officers), shall abide by a mutually agreed upon substance abuse program. The program is to be administered by SMACNA-Cleveland and Local 33 Cleveland District LMCC, providing for the costs to be evenly split.

**RULE 13:**

**MANNING TABLE**

Regardless of the number of job numbers on the same site, only two (2) men can come into Local Union No. 33's jurisdiction from another local.

**RULE 14:**

**SECTION 1:** The Sheet Metal Employers agree to purchase or, at his option, through a Production Fabricating Agreement with Local Union No. 33, may fabricate the items specified in Section 2 of this Addendum.

Any item not specified in Section 2 of this Article that an Employer desires to fabricate under a fabricating Agreement, must have the approval of the Local Joint Adjustment Board.

**SECTION 2:** The sheet metal Employers agree to purchase only the following sheet metal items:

**Item No.**

1. Round pipe size 3" to 5" lengths up to 10'-0". Size 6" to 18" lengths up to 5'0", 22 gauge or lighter.
2. Round adjustable elbows, size 3" to 18" 22 gauge or lighter.
3. Roof decking, building panels, metal shingles and tiles.
4. Preformed material for coping, (fascia) or marquee work, skylights
5. Gutter, OG and half round up to and including 6" not to exceed 32' in length, unless more than one (1) person erects the same.

6. Downspouts, square, round or corrugated up to and including 6”.
7. Kitchen equipment normally not considered as custom made.
8. Prefabricated sheet metal buildings, window sash, door bucks, partitions, ceiling panels, lockers, shelving and storage bins.
9. Prefabricated turning vanes, canvas connections.
10. Rectangular to round transitions, round boots, reducers, collars and tees, up to, and including 18” round.
11. Flexible tubing, metal, cloth or combination not to exceed 10’ ft. 0” inches on any one connection. Use of flex greater than 10’ ft. 0” must be part of original specifications.
12. All patented and specified items.

### **WORK RULES OF SHEET METAL WORKERS’ LOCAL UNION NO. 33**

Which are not part of the Standard Agreement, but binding on members:

#### **RULE 1:**

##### **UNION LABELS**

All shop stewards are required to put the Union label on all jobs or projects.

#### **RULE 2:**

##### **APPRENTICE**

An apprentice, with less than one (1) year at the trade, has the privilege of attending local union meetings.

#### **RULE 3:**

##### **SERVICE**

No member shall work on any type of sheet metal work as claimed in Article I, Section 1 of this Agreement, for any Employer who has not signed an Agreement with this Local Union.

#### **RULE 4:**

##### **PERMISSION FOR PERSONAL CONTRACTS**

No member shall be permitted to contract or receive or perform any sheet metal work unless it is on his own home or home of his immediate family and he first must secure permission from the Local Union.

#### **RULE 5:**

##### **VIOLATIONS**

Violation of any of the foregoing Rules shall, upon proper complaint, be acted upon by the Executive Board.

### **ADDENDUM I**



## **STANDARDS CODE**

**SECTION 1: THE SHEET METAL INDUSTRY STANDARDS CODE**, as promulgated by the Sheet Metal Industry Promotion Plan, which is now in effect and as hereafter amended from time to time, shall be complied with by all Employers performing work within the territorial coverage of this Agreement who employ journeyman represented by the Union. The obligation for compliance with said Standards Code shall be equal obligation of both the Employers and employees.

The Union shall notify the Board of Standards at the start of the job and give notice to all funds at the completion of the job relative to out of town Employers working in this area.

There shall be a Board of Standards consisting of four (4) men from the Employer and four (4) men from the Union who will set up the rules to apply and enforce these Standards.

### **ADDENDUM J EXTERIOR & INTERIOR SHEET METAL WORK**

#### **Exterior Sheet Metal Work**

Building metal  
Bins, storage  
Canopies, metal - including all metal trim  
Coping, extruded, metal over wood  
Cornerstone boxes, metal  
Cornices, metal - extruded, formed, metal lining over wood  
Curtain walls, metal  
Canvas roof decking  
Downspouts, exterior - including conductor heads, fasteners, ornament bands, elbows, strainers  
Expansion joints, metal  
Fascia, roof edgings, metal  
Flashings, metal - base, cap through-wall, spandrel, monitor sash, water table, cornice, termite shields  
Gutters, metal - roof drainage, floor drainage, condensation, etc.  
Gravel stops, metal - in connection with built up roofing  
Lagging, metal - for pipes, boilers, tanks  
Lead linings - floors, walls, etc.  
Linings, metal - for floors, counters, windows, radiator recesses, bread drawers, bins  
Louvers, metal - metal over wood, extruded  
Letters, metal - for identification  
Marquees, metal - including all metal trim  
Painting, prime coat in shop or field  
Panels, wall porcelain - for store fronts below second story  
Plastic domes, light admission - including frames and bases  
Ridges, metal - for slate, composition, tile roofing  
Roofing, metal flat seam, standing seam, batten seam, metal shingles, V-crimped roofing, corrugated iron, protected metal.  
Roof decking, steel - welded or clipped to joints  
Scuttles, metal - for roofs, lining over wood  
Scuppers, metal - overflow boxes  
Signs, metal

Skylights, metal - putty or putty less, extruded, plastic domes  
Snow guards, wire type or rail type  
Signs, metal  
Store fronts, metal, metal and glass - including trim  
Siding, metal - locked seam, standing seam, batten seam, metal  
Shingles, formed metal siding  
Spires, towers, metal  
Tile, roofing - metal  
Ventilators, spinner, gravity, power, revolving, curbs and bases  
Valley, metal - open or closed type  
Ventilators, smoke or stage  
Windows, hollow metal, extruded, all metals.

### **Interior Sheet Metal Work**

Includes, but is not limited to, the following items:

Air Conditioning system or air handling units with or without coils  
Acoustical linings - for interior of ducts  
(SMART-IAHFIAW Agreement)  
Bins, metal  
Breechings, boiler, metal  
Ceilings, metal - with cornice and trim, including acoustical  
Cement asbestos - for duct flues, housings  
Chutes, metal - for packages, linen, etc.  
Collecting system - fume, waste materials - includes fans, motors, filters, grilles, etc.  
Dampers, fire and temperature - automatic diffusers, all types, for air conditioning - (vs.)  
Doors, metal - metal clad, tin clad labeled or unlabeled, jamb linings, Kalamein  
Duct work metal or substitute - mechanical connected, welded, flanged, riveted - (vs.)  
Dryers, metal - fabricated  
Enclosures, metal - fin tube (covers, backs, mounting stripes) for radiators, conditioning units, etc., fans, ventilating - (vs.)  
Fan platforms  
Flexible, connections, metal - etc. (vs.)  
Filters, heating and conditioning systems - (vs.)  
Guards, machine bent - (vs.)  
Hoods, metal - kitchen range, fume, etc., including fans and filters (vs.)  
Isolation, bases, ventilating apparatus (vs.)  
Lagging, metal - for pipes, tanks, boilers  
Lockers, metal  
Linings, metal - radiator recesses, bins, drawers, tank  
Oven, drying  
Partitions, office, etc.  
Partitions, toilet  
Process piping - for breweries, pneumatic conveying on cement plants, granaries, etc.  
Shutters, projection booth, complete with hardware  
Shelving, metal  
Smoke Detector  
Smoke pipe, metal and substitute -for breeching, gas vents, stacks

Spray booths, complete with ventilation  
Tanks metal  
Underground air ducts of any type material  
Vapor barrier in conjunction with all underground air ducts  
Vents - hot water heaters, boilers, unit heaters, warm air furnaces, incinerators  
All cutting and patching in conjunction with all work mentioned above, unless otherwise specified  
Ventilating System - (vs.)  
Ventilators, smoke or stage, gravity, power (vs.)  
Warm air heating systems - complete including all equipment such as furnaces, fans, blowers, controls, filters, firing devices, registers, grilles, ductwork (vs.)  
Washers, heating and conditioning systems - (vs.)

(vs.) = ventilating system

## **ADDENDUM K APPRENTICES**

**SECTION 1:** The Joint Apprenticeship and Training Committee shall, immediately upon the first meeting after the adoption of this Agreement, set up a complete set of rules and regulations providing for an arbitration procedure in the event of a deadlock between the members of said Committee concerning any issue before them.

**SECTION 2:** Job Site Apprentice Manning Table: On overtime work, if any apprentice works, the following shall apply:

1 Journeyman	1 Apprentice
2 Journeymen	1 Apprentice
3 Journeymen	2 Apprentices
4 Journeymen	2 Apprentices
5 Journeymen	3 Apprentices
6 Journeymen	3 Apprentices
7 Journeymen	4 Apprentices
8 Journeymen	4 Apprentices
9 Journeymen	5 Apprentices
10 Journeymen	5 Apprentices
11 Journeymen	6 Apprentices
12 Journeymen	6 Apprentices
13 Journeymen	7 Apprentices
14 Journeymen	7 Apprentices
15 Journeymen	8 Apprentices
16 Journeymen	8 Apprentices
17 Journeymen	9 Apprentices
18 Journeymen	9 Apprentices
19 Journeymen	10 Apprentices
20 journeymen	10 Apprentices

No apprentice shall displace a journeyman already on the job.

Maintaining a three (3) journeymen to one (1) apprentice ratio thereafter.

**SECTION 3:** All applicants for apprenticeship shall be at least seventeen (17) years of age, and have a high school diploma or G.E.D. A probationary period of one (1) year is required, after which a four (4) year apprenticeship training program has been established.

**SECTION 4:**

First year: Approx. 40% of Building trades rate + applicable fringes  
Second year: Approx. 45% of Building trades rate + applicable fringes  
Third year: Approx. 50% of Building trades rate + applicable fringes  
Fourth year: Approx. 60% of Building trades rate + applicable fringes  
Fifth year: Approx. 75% of Building trades rate + applicable fringes

**SECTION 5:** All apprentices shall receive up to twenty (20) hours of their hourly wage rate plus applicable fringes while attending the concentrated day school program.

**SECTION 6:** If the probationary apprentice is laid off because of a lack of work, they remain in the program and maintain their place on an established list of unemployed apprentices.

(a): If the probationary apprentice is dismissed for other than lack of work, they shall be considered out of the program.

**SECTION 7:** Apprentices may be furnished to out of town contractors only when written request is made to the J.A.T.C. The J.A.T.C. is to be responsible for the assignment of the apprentices.

**ADDENDUM L  
RECOGNITION AND SCOPE**

**SECTION 1:** The Union having demonstrated to the Employer's satisfaction, that a majority of the bargaining unit employees covered by this collective bargaining agreement have designated the Union to serve as their collective bargaining representative, and are desirous of maintaining such representation, the Employer hereby agrees voluntarily to recognize the Union as the exclusive bargaining representative of all such employees per Section 9(a) of the National Labor Relations Act, as amended, for all purposes, even as if the Union had been certified by the National Labor Relations Board as the exclusive bargaining representative pursuant to a representation election conducted among employees in the bargaining unit, as that unit is defined elsewhere in this collective bargaining agreement.

**SECTION 2:** The Employer, in response to the Union's claim that it represents an uncoerced majority of its employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

**SECTION 3:** The Employer's voluntary recognition shall be and remain in full force and effect until such time as the Union is decertified after an election conducted by the National Labor Relations Board. The Employer further agrees to waive any rights it may have to repudiate the Agreement upon its expiration.

**ADDENDUM M  
EMPLOYERS HANDLING TOOLS**

**SECTION 1.** A sheet metal shop or sheet metal business shall not be considered a Union sheet metal shop or Union sheet metal business unless the owners sign and remain parties to this Agreement, or an Agreement with the Local Union of these Associations in whose jurisdiction such shop or business is located. No sheet metal shop or business shall be recognized as Union or entitled to the privileges or use of the shop card or label unless it permanently employs one or more journeyman sheet metal workers in good standing and with full membership in the International Association of Sheet Metal, Air, Rail and Transportation Workers on all work covered by Article I of this Agreement, and permits not more than one (1) stockholder, officer, owner, partner or other person directly or indirectly financially interested in the management of such shop or business to work with the tools of the trade and then in the shop only, unless he qualifies as an Owner/Member.

No firm or member thereof shall be allowed to handle tools on outside work and only one (1) member of any firm will be allowed to do sheet metal work in the shop and he shall do such work only during regular working hours.

Status of every Employer or owner-member shall be as set forth in the Constitution of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

#### **ADDENDUM N MARKET PRESERVATION AND RECOVERY**

Market Preservation and Recovery: With the rise of non-union competition and infringements by other craft unions, sheet metal workers and signatory contractors in recent years have suffered significant declines in their share of the market for work within the jurisdiction of the SMART. It is the intent of all parties of this Agreement to take strong measures to reverse these trends and provide for the long term health of the union employing industry, by making it mandatory that the signatory contractor exhaust all efforts to purchase and install all distribution of air products, specifically, but not limited to, VAV boxes, fan powered or not, fans, grilles, diffusers, and assign them completely to the sheet metal workers employed by him.

#### **ADDENDUM O PICKET LINES:**

**SECTION 1(a)** The Employer agrees that its employees will not be required, under penalty of discharge or discipline of any kind, to walk through or cross, in any manner, any sanctioned picket line maintained by any labor organization, and any refusal to cross a picket line singly or in concert, shall not constitute a breach of this Agreement except in case of any emergency endangering property or life.

**SECTION 1(b)** The Employer further agrees that in the event any sanctioned picket line by any labor organization is placed around its premises or in front of any entrance to its premises, it will not require its employees, under penalty of discharge or discipline of any kind, to walk through or cross in any manner the said picket line singly or in concert and any refusal to cross such picket line singly or in concert shall not constitute a breach of the Agreement.

#### **ADDENDUM P POLICY COMMITTEE STATEMENT**

The Building Trades Council, Contractors Employers Association and other Trades Association Representatives, through a Joint Policy Committee seeking to improve productivity and harmony in the

local construction industry and to encourage owner use of contractors employing union labor, agree as follows:

- 1) That a forum be established to meet regularly to discuss the problems of the construction industry.
- 2) That jurisdictional disputes be handled in a discrete manner and off the job site.
- 3) That on any major construction projects either the Building Trades Council or the Employer may call for a pre job conference to insure proper assignment of work and to discuss any other conditions that either party considers beneficial for that job.
- 4) When the International Association of Sheet Metal, Air, Rail and Transportation Workers and SMACNA come to a workable Agreement relative to separation of contract, this Agreement may be re-opened for this purpose only provided there would be no work stoppage during the re-opener.
- 5) The cost of printing of the Agreement book will be shared equally between SMACNA-Cleveland and Local Union No. 33 - Cleveland District.
- 6) If any more favorable conditions are granted to any Employer by Local Union No. 33 - Cleveland District in the jurisdiction of this contract, SMACNA-Cleveland shall be notified in advance of the bidding of that job so that the Employers may more competitively bid on the job. If any special conditions or considerations are granted by Local Union No. 33 - Cleveland District to an Employer, specifically concerning the bidding of any particular job or project, said special conditions and/or considerations will be granted to all Employers bidding on that job.
- 7) In the event that Local No. 33 - Cleveland District grants a special Addenda or any special job concessions to a contractor in signed Agreement with Local No. 33 - Cleveland District, the Union must notify the contractors association office within forty eight (48) hours, and furnish a copy of such Agreement to the association so that all other contractors in signed Agreement with the International Association of Sheet Metal, Air, Rail and Transportation Workers' Local Union No. 33 - Cleveland District can be so notified.
- 8) The Employer agrees that none but journeymen and apprentice sheet metal workers shall be employed on any work described in Article I, Joint Committees from both sides will be appointed, and from time to time, will make such adjustment to the Affirmative Action program as will be mutually agreeable to the Industry, the Union and in accordance with Federal, State and Municipal Laws. The Employer and the Union shall comply with all legal Federal and State Laws and applicable regulations with regard to non-discrimination in employment.

## **ADDENDUM Q**

### **BONDING/BENEFIT LANGUAGE**

#### **SECTION 1: GENERAL**

**(a)** The fringe benefit provisions contained in the following paragraphs of this Agreement shall apply to all Employer members of the Association as hereinbefore mentioned, all Employers who become signatory or bound by this Agreement, and all other Employers or Employers groups who become a party to an Agreement relating to the fringe benefit programs described herein.

A check off of dues and assessments, when approved by Local Union No. 33 - Cleveland District membership, will be made at anniversary dates of contract, plus a maximum of one more time per year, if necessary. A forty-five (45) day notice is required. It shall be the Central Depository's duty to disperse the monies to the proper funds. This option shall also apply to Employer contribution to the Industry Promotion Funds.

**(b)** All Employers referred to in paragraph (1) of this Article (all of which Employers are hereinafter referred to as "Participating Employers") who are party to and bound by this Agreement acknowledge, accept and agree to be bound by this Agreement and Declaration of Trusts, as here before and/or hereafter amended, establish the following, if applicable, acknowledge, accept and agree to be bound by the Plans and Plan documents of each of said employee benefit Plans.

a) National Pension Fund	(hours worked)
b) International Training Institute	(hours worked)
c) NEMI	(hours worked)
d) SMOHIT	(hours worked)
e) Scholarship Fund	(hours worked)
f) Local Pension Fund	(hours worked)
g) Health & Welfare Fund	(hours worked)
h) Local JATC/Building Fund	(hours worked)
i) Working Dues Assessment	(hours worked)
j) Industry Promotion Fund	(hours worked)
k) LMCC	(hours worked)
l) Vacation Fund	(hours worked)
m) IFUS (See Article VIII, Section 12(b))	(hours worked)

The participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the respective fund offices for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

**(c)** All participating Employers who are party to and bound by this Agreement, shall be bound by the terms, provisions and conditions of all Rules, Regulations and Resolutions and Amendments thereto promulgated by the Trustees of the aforesaid employee benefit plans in accordance with the aforesaid Trust Agreement, whether currently existing or promulgated during the terms of this Agreement.

**(d)** All participating Employees who are party to and bound by this Agreement hereby accept the designations of the Employer Trustees of all said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreement.

**(e)** After the Union Membership allocates annually the amount of money being contributed to the Health and Welfare Plan, the individual member shall elect on a written form by \_\_\_\_\_ of each year whether any such allocation above that required by the Health and Welfare Fund is contributed to his Health and Welfare bank or redirected as a contribution to his Annuity. Any member who does not make such election in any year shall have the entire allocation contributed to his Health and Welfare bank.

## **SECTION 2: CONTRIBUTIONS:**

- (1) The Participating Employers shall contribute to each and every employee benefit plans (or to the successor of any said plans) for all employees of each such Participating Employer who are members of the Collective Bargaining Unit represented by the Union (whether or not the employees are members of the Union ) as follows:

(a) **NATIONAL PENSION FUND:** The Employer agrees, in addition to wages contained in this Agreement, to contribute the applicable amount per hour (see wage sheet) for each hour worked on all employees covered by this Agreement, subject to change.

This Addendum R, Section 1(a) relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in their Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1 ½) or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half or two times the hourly contribution rate respectively, for such hours. The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, and school, unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.
2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20<sup>th</sup>) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at [www.smwnpf.org](http://www.smwnpf.org).
4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action



and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

- (b) **INTERNATIONAL TRAINING INSTITUTE:** The applicable amount per hour (see wage sheet) for each hour worked by each employee of the Employer covered by this Agreement.
- (c) **NEMI:** The applicable amount per hour (see wage sheet) for each hour worked by each employee of the Employer covered by this Agreement.
- (d) **SMOHIT:** The applicable amount per hour (see wage sheet) 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.
- (e) **SCHOLARSHIP FUND:** The applicable amount per hour (see wage sheet) for each hour worked by each employee of the Employer covered by this Agreement.
- (f) **SHEET METAL WORKERS' LOCAL NO.33 CLEVELAND DISTRICT PENSION PLAN ("LOCAL PENSION")/SHEET METAL WORKERS' LOCAL 33 PROFIT SHARING ANNUITY PLAN ("ANNUITY FUND").** The Employer agrees in addition to wages contained in this Agreement to contribute the applicable amount per hour (see wage sheet) beginning May, 2019, for each hour worked to all employees covered by this Agreement to the Local Pension, subject to change. Furthermore, the Employer agrees to contribute the applicable amount for each hour worked (see wage sheet) to all employees covered by this Agreement to the Annuity Fund, subject to change. The sum or sums shall be paid to the Local Pension and Annuity Fund each month by the Employer not later than the 20<sup>th</sup> day of the following month. The Local Pension and Annuity Fund are to be jointly administered by the Trustees of the Local Pension and the Trustees of the Annuity Fund as provided for in the applicable Trust Agreement covering the subject matter.

All Employer contributions into the Local Pension and Annuity Fund will be made on an hourly basis upon hours worked.

The contribution rate for apprentices to the Annuity Fund shall be as provided for in Addendum K and elsewhere in the Collective Bargaining Agreement, regardless of seniority.
- (g) **HEALTH AND WELFARE FUND:** The Employer agrees in addition to wages contained in this Agreement to contribute the applicable amount per hour (see wage sheet) for each hour worked by all employees covered by this Agreement, subject to change.
- (h) **LOCAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE FUND/BUILDING FUND:** The applicable amount per hour (see wage sheet) for each hour an employee works. To be administered by the JATC.
- (i) **WORKING DUES ASSESSMENT:** The Employer agrees to deduct the applicable amount per hour (see wage sheet) for each hour worked by every employee for Local Union No. 33 working dues assessment. Subject to change.

**(j) SHEET METAL INDUSTRY PROMOTION FUND:** The Employer shall contribute for each journeyman sheet metal worker and apprentice, the applicable amount per hour (see wage sheet) for all hours worked, subject to change, (as per Section 1, part A, paragraph 2, of this Article), for the continued operation of the Sheet Metal Industry Promotion Fund (all monies to be paid by each signatory contractor) which fund is to be administered by the Employers in accordance with federal and state laws pertaining to Industry Promotion Funds. If the contractor does not make this contribution, in lieu of it, he must contribute a like amount to the Local Apprentice Fund.

The Employer and the Union agree to and approve the establishment of a program to promote the common good for the construction industry by providing financial support for activities which may include, but not necessarily be restricted to, the study and service of:

- 1) Negotiations for and administration of labor
- 2) Public relations
- 3) Public education
- 4) Jointly administered Trusts
- 5) Education and training for the benefit of the construction industry and its' employees
- 6) Personnel practices and labor relations
- 7) Collection and distribution of information from and to all segments of the construction industry and related groups or authorities.
- 8) There is specifically excluded from the purpose of the Cleveland Sheet Metal Industry Promotion Plan, the right to use any of its' funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during a period or periods of work stoppages or strikes

**(k) LABOR-MANAGEMENT COMMITTEE (LMCC)** shall be equally shared by the Contractors' Association at the applicable amount per journeyman hour worked (see wage sheet) and SMART Local No. 33 Cleveland District at the applicable amount per journeyman hour worked (see wage sheet). These funds shall be payable to the Labor – Management Committee account as directed by the Committee.

**(2)** The parties agree to be bound by 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 separate Agreements and Declarations of Trust 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 authorized the Trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

**(l) VACATION FUND:** (See wage sheet) per hour for each hour an employee works. To be administered by the Health and Welfare Fund.

### **SECTION 3: REPORTING FORMS:**

1) All participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, for all hours worked (or otherwise contributed for) by all employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If any Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit such forms, subject to rejection by the Administrators, may submit such records, along with the official reporting forms.

2) All reports shall be for the full calendar month last preceding. However, an Employer may use other reporting periods subject to rejection by the Administrator.

#### **SECTION 4: TIME OF PAYMENT:**

1) All participating Employers shall remit all fringe benefit amounts due and owing on or before the fringe benefit payment date, which is hereby established as the 15<sup>th</sup> day of each calendar month (or the first business day thereafter, if the 15<sup>th</sup> day of the month is not a business day), for all hours in the prior calendar month.

**A “wire transfer” provision shall be a voluntary provision. Contractors who voluntarily comply with this wire transfer provision shall transfer monies on or before the 20<sup>th</sup> of each month (or the first business day thereafter if the 20<sup>th</sup> day of the month is not a business day). Those contractors who desire to continue the payment of contributions by check shall have their monies postmarked by the 15<sup>th</sup> of each month.**

Out of town Employers, payments become due on or before the 15<sup>th</sup> day of each month with the same provisions as above. Monies are to be paid to a bank, Certified Public Accountants, or Administrator jointly chosen by Trustees, to be designated by the parties to this Agreement, which bank, Accountant or Administrator will disburse copies of reports and appropriate checks to the respective funds. One copy of reporting form to go to the Union office.

Any Employer who is late on payment to the Central Depository shall be assessed a penalty of two (2%) percent above prime lending rate as established by Bank One on the 15<sup>th</sup> day of that month, but not less than fifteen (\$15.00) dollars. Interest of two (2%) percent above prime lending rate to be compounded monthly on fringes due to the central depository. All fringe benefit payments to be paid by certified check after the first check is returned for insufficient funds. On the 5th day after the due date, if payment plus assessment have not been received by the central depository, all labor will be withheld by Local Union No. 33 - Cleveland District.

The delinquent Employer has the right to appeal this action within seventy-two (72) hours with the Local Joint Adjustment Board. All assessments paid, will be paid into an account which will be used to defray expenses incurred by the Administrator's office. The Employer shall make available to all funds within thirty (30) calendar days, all records of covered employees that may be required for the sound and efficient operations of the Funds.

2) An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than thirty (30) days late at the time, shall make future payments and deductions on a weekly basis within seven (7) days following the close of the work week for a period of one (1) year.

3) If a participating Employer has not remitted the total fringe benefit and payroll deductions due and owing to any Plan or Fund collected by the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 33 - Cleveland District, and has not filed the official reporting forms by the fringe benefit payment date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages in such amount as shall be established by the Trustees of each Plan by a promulgation of Rules and Regulations, in accordance with the Trust Agreements. The Trustees shall notify all participating Employers of all promulgation's of Rules and Regulations establishing and revising the liquidated damage of charges and any terms, conditions and provisions thereof in advance of the enforcement thereof, but by acceptance and participation in this promulgation's on and after their effective dates.

4) If a participating Employer is in violation of the provisions hereof, in addition to the provisions thereof, the participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default, for reasonable attorney's fee in any court of law, arbitration proceedings, and/or federal or state administrative agency, and cost actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement. Unless such Trustees, Unions or Associations have acted to the contrary, the liquidated damages shall be considered ten (10%) percent of all monies owed which must be collected by Local Union No. 33 - Cleveland District and/or National/Local Pension Plan or any successor depository collection agent. All such liquidated damages and delinquent contributions which remain unpaid shall also accrue interest at an interest rate of twelve (12%) percent per annum, until such time as they are paid.

5) The contributions for the above plans shall be paid to Local Union No. 33 - Cleveland District, at the Sheet Metal Workers' Benefit Funds, 12515 Corporate, Parma, Ohio 44130. Contributions for the Pension Fund or any other Sheet Metal Workers' National Benefit Funds should be paid to Sheet Metal Workers' Local 33 Funds, P.O. Box 94428, Chicago, IL 60690-4428.

#### **SECTION 5: EMPLOYERS DELINQUENCY CONTROL:**

1) The Trustees of the several employee benefit plans may establish Payroll Compliance Reviews and/or Audit Programs, which shall be binding upon the parties, to permit a review of a Participating Employer's records by the Fund or an Agent of the Funds. The Trustees shall also have the right to determine who shall bear the cost of the review, provided, however, that if the review fails to disclose any current or past deficiencies, the Fund shall pay the cost of the review. The Trustees shall notify the participating Employer, in writing, of their desire to review the Participating Employer's records, and allow sufficient notice for the participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct a review in order to determine whether contributions are being made in accordance with the collective bargaining agreement. The Trustees and their agents and employees shall conduct the review at such time and place and manner as to minimize the inconvenience to the participating Employer, and they shall preserve the confidentiality of all information obtained.

2) All Employers shall furnish evidence of bonding by an insurance company or the Local 33 Bonding Program, in the amount of fifteen thousand (\$15,000.00) dollars at the office of the International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 33 - Cleveland District, to assure prompt payment by the Employers to said fringe funds, Health and Welfare, Pension, and other funds, as required by this Agreement. Such bond shall be issued exclusively for the purpose of security payment of said fringe benefits. A copy of such bond will be forwarded to SMACNA Cleveland office. Those Employers employing three (3) to five (5) men shall be required to furnish a twenty thousand (\$20,000.00) dollar bond. Those Employers employing six (6) to ten (10) men shall be required to furnish

a thirty-five thousand (\$35,000.00) dollar bond. Those Employers employing eleven (11) to fourteen (14) men shall be required to furnish a fifty (\$50,000.00) thousand dollar bond. Those Employers employing fifteen (15) men shall be required to furnish a seventy (\$70,000.00) thousand dollar bond, and shall also be required to furnish an additional fifteen (\$15,000.00) thousand dollar bond for each additional five (5) men in excess of fifteen (15) men, provided, however, that those Employers who have employed members to the Union during the preceding twenty-four (24) months period and who have made all of the payments aforementioned without default, are hereby exempt from furnishing a bond, until such time as they become in default. Upon becoming in default, an Employer will be required to furnish a bond which will be released at the expiration of the first twenty-four (24) month period during which there has been no default. Any Employer who has provided written notification to Local Union No. 33 - Cleveland District that he has ceased employment within the jurisdiction of this Agreement shall be entitled to a release of the bond ninety (90) days after the payment of the aforementioned payment.

The bonding company to be selected from an approved list as provided by the United States Federal Register and/or the Administrative Trustees. The Administrator shall report the status of all bonds to the Administrative Trustees.

The form of application of the terms of said surety bond shall be the same as the previous bond but monetary value will change, as determined by the above Section for each Employer. All bonds shall be renewed annually.

Verification to the Local Administrative Trustees, attesting to the procurement of said surety bond and contracts, shall be made by each Employer.

**3)** In the event of a violation of this Section by an Employer, the Union shall withdraw its men from said Employer until such time as said Employer complies with the requirements of this Section. The Union shall also have the right to picket over this violation.

**4)** Right to Work Stoppage and Payment of Waiting Time: Upon five (5) days' notice in writing, by certified mail to the Employer given by the Union that he is delinquent in any contributions and/or deductions under this Agreement, and, citing all penalties, that his men will be withdrawn in order to enforce the payment of contributions and/or deductions due under this Agreement, employees will be withdrawn from the job to effect collection of delinquent contributions and/or deductions.

This remedy shall be in addition to all other remedies available to the Union and the Trustees and may be exercised by the Union, anything in this Collective Bargaining Agreement to the contrary notwithstanding. Such withdrawal of employees to collect contributions to the Trust Funds and deductions for the working dues/assessment shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

**5)** The grievances and arbitration provisions provided in this Agreement shall not limit Local Union No. 33 Cleveland District's ability to take economic action against a delinquent Employer, including, but not limited to, picketing, withholding men and leafleting.

## **SECTION 6: ADDITIONAL PROVISIONS**

**1)** In the event that any employee benefit plan provided for in this Agreement paid for by participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said action shall be paid to the employee and/or Employer (in reverse order)

as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the action is effective. Net savings is hereby defined to be the difference between the cost of the participating Employer's contribution to the funds, and the total cost of the Employer of the action which caused the reduction in or elimination of the program. The Employer agrees that in the event the cost of benefits provided by the National Pension Fund shall be increased as a result of passage of Federal or state legislation mandating changes in funding and/or vesting requirements, it will increase its contribution in an amount sufficient, in the judgment of an actuary selected by the Trustees of the Pension Fund, to maintain at the current level and on a sound actuarial basis all benefits then being provided for present and prospective covered employees, said increase in contribution to commence on the first (1<sup>st</sup>) day of the month following the effective date of the aforementioned legislation. Any increase shall be deducted from the total wage package. If all or any part of any fringe benefit (except Industry Fund) is dropped, it shall revert back to wages.

2) If the federal government institutes wage controls in any form, and any portion of the collective bargaining Agreement is deferred or cut back, the parties shall meet promptly, and, if the action of the federal government which caused the deferral or the cutback make it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cutback wages or benefits in a manner that complies legally with the action of the federal government.

3) If it is not legally permissible to reallocate the deferred or cutback portion, the Employer shall commence paying the wage and/or benefit rate that was deferred to cutback when and if it becomes legally permissible to do so.

4) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of the participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more, unless otherwise provided by law. If, at any time, any of the employee fringe benefit Trust Funds shall not be sufficient to pay out and provide all of the benefits provided for in the employee benefit plans, the Trustees shall take such action as may be necessary and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that the participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the participating Employer does not guarantee any benefits to any participant or beneficiary, the obligation and responsibility of the participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

5) In the event that the parties hereto desire to alter the allocation of funds from the overall economic wage package negotiated by the parties and reflected in this Agreement, to increase or decrease the amount of money being contributed to any and/or all of the existing employee benefit plans or deductions they may do so upon the express conditions precedent that: (a) the Trustees of any plan affected acknowledge and agree, in writing, (b) the Union shall have the right to make changes for Health and Welfare, and Pension

contributions and any such change amends this Agreement and becomes effective upon the date requested by the Union, provided the Employer is given a forty five (45) day notice of such change.

**6)** If the International Association of Sheet Metal, Air, Rail and Transportation Workers, National Pension, or other funds fall below predetermined safe financial level of operation, then the contribution rate shall be increased by the amount determined to be needed by the Trustees, or benefits would be reduced to protect the safe financial level. Any increase shall be deducted from the total wage package, as per Section 1 of Article VIII. The Union, in exercising their option in converting any part of the total wage package to fringe benefits, shall not, in any event, cause the allocation to increases and/or decreases in fringe benefits to exceed the total applicable wage package.

**SECTION 7:** For all employees who perform work covered by this collective bargaining agreement (unit should be specified or readily identifiable) who are participants in the National Pension Fund (the "Fund"), by virtue of work for the Employer or any other Employer, contributions shall begin on the first day of employment, except as otherwise expressly provided below.

In the case of any employee who is employed by the Employer and who performs work for such Employer which is not construction work, the Employer shall not make contributions for such employee during the first sixty (60) days of his employment with the Employer, whether or not such days of employment are consecutive, and such employee shall not become a covered employee in the Fund until the day after the end of such sixty (60) days of employment.

The Employer shall report to the Fund all hours worked by every employee covered by this collective bargaining agreement and remit contributions not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which any covered work is performed. The Employer will provide any and all information about employees working under this agreement, whether Fund participants or not, upon request of the Fund and will otherwise agree to abide by the Fund's Agreement and Declaration of Trust, which is incorporated by reference herein. The Employer agrees to designate truthfully those employees who do not perform construction work, and the Employer further acknowledges that the Fund intends to rely on such designation for all purposes under the Fund Plan and Trust.

## **ADDENDUM R LIGHT COMMERCIAL WORK FOR PRIME BIDDING ONLY**

**SECTION 1:** This work shall be included and performed under the Cleveland District Agreement for Service Technicians and Residential Applications, unless covered under special project agreement rates, or pre-determined building trades wage rates under the Davis Bacon Act, or work that is presently being performed under the Building Trades Agreement.

**SECTION 2:** This work shall be limited to new or existing construction of two or less stories. To determine the mechanical size of projects that qualify under this Addendum, the following rules apply: Project can have units up to 5,000 CFMS of air moving capacity. Project can have up to a total of 20,000 CFMS of air moving devices. (Add together CFM ratings of all roof-top units, supply fans, exhaust fans, furnaces rotation units, air handlers and make-up air units to be used on project). Duct work up to 20 gauge may be used on these projects and 16 gauge kitchen exhaust.

**SECTION 3:** The Employer agrees that none but building trades journeymen and apprentices, residential journeymen and trainees shall be employed on any work described in this Addendum except as noted herein, provided, however, that a building trades member may be, voluntarily employed on such work as residential journeyman, provided no residential members are available and prior approval has been granted by the Union.

**ADDENDUM S  
WAGE RATE INCREASES**

Year	First Full Week of May	First Full Week of November
2019	\$1.00	\$0.50
2020	\$1.55	
2021	\$1.60	



## ADDENDUM U

## SCHEDULE OF HOURLY WAGES, DEDUCTIONS AND CONTRIBUTIONS FOR JOURNEYMAN

## CLEVELAND DISTRICT

EFFECTIVE: The First Full Work Week in May, 2013    EXPIRES: April 30, 2016

EFFECTIVE DATE	TAKE HOME PAY	WKG. DUES/EQUALITY		TAXABLE HOURLY RATE	CONTRACTORS NON-TAXABLE CONTRIBUTIONS				CONTRACTORS CONTRIBUTIONS			
		IA WORK ASSESS	JATC/MARKETING		LOCAL PENSION & ANNUITY	NATIONAL PENSION	HEALTH/ WELFARE	TOTAL WAGE PACKAGE	SMWISF NEMI/ITI SMOHIT	LOCAL APPRENTICE/ BLDG. FUND	INDUSTRY PROMOTION/ L M C C	TOTAL HOURLY COST
5/13	\$ 30.51	\$3.46		\$ 33.97	\$9.00	\$4.33	\$7.14	\$54.64	\$0.18	\$0.91	\$0.41	\$ 56.14
11/13	*	*		*	*	*	*	\$55.04	\$0.18	\$0.91	\$0.41	\$56.54
5/14	*	*		*	*	*	*	\$56.04	\$0.18	\$0.91	\$0.41	\$ 57.54
11/14	*	*		*	*	*	*	\$56.49	\$0.18	\$0.91	\$0.41	\$57.99
5/15	*	*		*	*	*	*	\$57.99	\$0.18	\$0.91	\$0.41	\$ 59.49

# SHEET METAL WORKERS' LOCAL NO. 33

## APPRENTICE SCHEDULE OF WAGES

EFFECTIVE: The First Full Work Week in May, 2013 - EXPIRES: November 1, 2013

### CLEVELAND DISTRICT

ADMIN BLDG. FUND		NON-TAXABLE CONTRIBUTIONS										CONTRACTORS COST												
IA WORK ASSESS		WORK DUES		ORIENTATION		HARDSHIP/COPE		RETIREE'S FUND		REC/PAL		TAKE HOME PAY		TAXABLE HOURLY RATE	NATIONAL PENSION	ANNUITY	LMCC	HEALTH & WELFARE	TOTAL WAGE PACKAGE	IT/INEM/ SMOHIT SWWISF	LOCAL APPREN TRAINING/ BLDG FUND	LMCC PROMOTION FUND	INDUSTRY	TOTAL HOURLY COST
APPROX 40% First Yr		\$13.45	0.14									*	*	\$ 7.14	\$ 13.59	1.81				\$ 22.54	*	*	*	\$ 22.54
APPROX 45% Second Yr		\$14.67	0.60									1.30	2.04	\$ 15.27	***				\$ 7.14	\$ 25.77	0.18	0.91	0.02	\$ 27.22
APPROX 50% Third Yr		\$16.10	0.87									1.30	2.27	\$ 16.97	***				\$ 7.14	\$ 27.70	0.18	0.91	0.02	\$ 29.15
APPROX 60% Fourth Yr		\$19.49	0.87									1.30	2.72	\$ 20.36	***				\$ 7.14	\$ 31.54	0.18	0.91	0.02	\$ 32.99
APPROX 75% Fifth Yr		\$24.59	0.87									1.30	3.40	\$ 25.46	***				\$ 7.14	\$ 37.32	0.18	0.91	0.02	\$ 38.77

NOTE: 1ST YEAR APPRENTICE DEDUCTIONS \$14 CENTS PER HOUR WORKED (HARDSHIP FUND .03/IA WORK ASSESSMENT .11)  
 2ND YEAR APPRENTICE DEDUCTIONS \$60 PER HOUR WORKED (BLDG FUND .20/IA WORK .11/COPE .01/HARDSHIP .03/COPE .12/REC .08/PAL .04/RETREE .01)  
 3RD, 4TH & 5TH YEAR APPRE DEDUCTIONS \$87 PER HOUR WORKED (BLDG FUND .20/IA WORK .11/WMK DUES .27/COPE .01/HARDSHIP .03/COPE .12/REC .08/PAL .04/RETREE .01)  
 % of \$33.97

\*\*\* THE TAXABLE HOURLY RATE SHOWN IS \$.02 LOWER FOR 2ND - 5TH YEAR APPRENTICES DUE TO THEIR \$.02 CONTRIBUTION TO THE LMCC

## **ADDENDUM T**

### **INDUSTRIAL FABRICATING ADDENDUM TO LOCAL UNION No. 33 CLEVELAND DISTRICT UNION AGREEMENT**

Addendum entered into this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, hereinafter referred to as the Employer, and Local Union No. 33 Cleveland District of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union.

#### **ARTICLE I SCOPE OF WORK**

**SECTION 1:** This Addendum covers the rates of pay and conditions of employment of all employees of the Employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and nonferrous metals, including other materials used in lieu thereof, as required for installation within the confines of an industrial, processing or manufacturing jobsite and defined in Section 2 of this Article, and spiral pipe and fittings for any type of work.

**SECTION 2:** Section 1 of this Article relates to the fabrication only, of air pollution control systems, noise abatement materials and all other industrial work excluding air conditioning, heating and ventilating system installed in building enclosures to provide human comfort and all architectural sheet metal work and such other work as may be specifically excluded from coverage under this Addendum by mutual Agreement of the parties.

**SECTION 3:** In addition to work defined in Section 2 of this Article, fabrication of items or products normally manufactured under production Agreements, permitted buy out items, and/or other items as may be mutually agreed to by the parties, may be included in the scope of this Addendum.

**SECTION 4:** The Employer assures the Union that every effort will be made to obtain all work covered by this Addendum and will attempt to secure such work as the turnkey contractor to design, fabricate and install. All work so obtained under this Addendum shall be assigned to members of the International Association of Sheet Metal, Air, Rail and Transportation Workers to fabricate and install.

#### **ARTICLE II ERECTION OR INSTALLATION OF COMPANY'S PRODUCTS**

The Company agrees that it will follow the below procedure relative to the installation or erection of all products and/or equipment manufactured under this Agreement for use in the building and construction industry, and coming within the trade jurisdiction of journeymen members of International Association of Sheet Metal, Air, Rail and Transportation Workers.

- (a) Whenever the Company subcontracts such products and/or equipment, it agrees to subcontract same to a contractor who employs journeymen sheet metal workers for this type of work.
- (b) Whenever the Company erects such work itself, it shall call upon the building and construction trades union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers

having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wages and conditions of said local union but giving due consideration to those classifications of employees accorded the Employer in his home jurisdiction. The signatory parties shall make every possible effort to arrange a mutually satisfactory jobsite hiring arrangement so as to make the signatory contractor as competitive as possible on the erection phase of the work.

- (c) Whenever the Company sells such products and/or equipment directly to a general or specialty contractor or an owner, it shall furnish the Union with information on all such products on a mutually agreed upon basis. Such information shall include the type of products or equipment shipped, the date of shipment, name and address of consignee and/or location of delivery site.

### **ARTICLE III RATES AND CLASSIFICATIONS**

**SECTION 1:** Building trades journeymen sheet metal workers, on the payroll of the Employer on the effective date of this Addendum, shall be accorded wages, fringes and other contractual conditions of employment as established in the local union basic or Standard Form of Union Agreement and as may be amended from time to time.

Building trades journeymen may be assigned to perform any work specified in Article I of this Addendum, but must be assigned all supervision, pattern layout, detailed drawings, blue print and plan take off and such other work as may be mutually agreed by both parties.

**SECTION 2:** Building trades apprentices on the payroll of the Employer on the effective date of this Addendum or who may be, subsequently, employed for work under this Addendum, shall be accorded their respective applicable progression schedule with applicable wages, fringes and other contractual conditions as established in the local union basic or Standard Form of Union Agreement through and to their graduation to journeymen.

Apprentices may perform work in any category, including work on field installation, as assigned and supervised by building trades journeymen. Ratios of apprentices to journeymen shall be established in the local union basic or Standard Form of Union Agreement.

**SECTION 3:** Sheet metal industrial workers on the payroll of the Employer on the effective date of this Addendum, or who may be, subsequently, employed for work under this Addendum, shall be accorded wage rates commensurate with the existing industrial rates in the local geographical area, but in no case, less than those contained in the following progression schedule:

**SECTION 4:** Employees on the payroll of the Employer on the effective date of this Addendum shall receive no reduction in hourly rate, fringes or contractual benefits provided in the existing local union Agreement or Addendums due to the adoption of this Addendum.

- (a) The names of those employees referred to in Sections 1 and 2 of this Article and listed on original Addendum shall be listed separately and attached to and duly incorporated as a part of this Addendum.

**SECTION 5:** Employment security shall be established for all employees referred to in Section 4(A) above. No employee listed in this Section shall be laid off so long as other employees are working at comparable work in the bargaining unit for the Employer except as noted in subsection (A) of this Section. Termination

of employees referred to in above Section 4(A) shall be only for insubordination, physical or practical inability to perform his job, prolonged or erratic unauthorized absence from work or lack of work. Grievances arising out of this Section shall be processed through Article X of the Standard Form of Union Agreement.

- (a) In the event layoffs become necessary due to lack of work, employees listed in Section 4(a) above may be laid off in a manner that will maintain a constant percentage ratio of all employees.
- (b) In the event of recall, employees listed in Section 4(a) above on layoff shall be recalled in their inverse order of layoff.

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

(a) The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination.

(b) All employees covered by this Agreement shall be required, as a condition of employment, to become and remain members of the Union in good standing during the term of this Agreement. All employees shall make application for membership in the Union within thirty (30) days following the effective date of this Agreement, or the beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.

(c) Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this Section, the Company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this Agreement, unless, or until, he or she complies with the provisions of this Section.

(d) Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from such employee's earnings, payment for union dues and other obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first pay of each month of said employee and promptly remitted to the Financial Secretary of the Union, together with a list of the names of the employees to whom said monies are to be credited. Shall any employee have no earnings due him on the first pay day of any month, deductions shall be made from the next succeeding pay of employee.

#### **ARTICLE V HOURS OF WORK - OVERTIME**

**SECTION 1:** The regular working day shall conform to the basic SFUA and all full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rates as established in Article III by classification. All work performed outside the regular working hours and performed during the regular work week and all work performed on Saturdays shall be one and one half (1½) times the regular rate, except as provided in Sections 2 and 3 of this Article.

**SECTION 2:** All work performed on Sundays and holidays, as well as all work performed after twelve (12) consecutive hours in the shop, shall be paid for at two (2) times the employee's regular hourly rate of pay.

**SECTION 3:** In the event shift work becomes necessary, the pay conditions, therefore, shall be negotiated between the parties hereto and inserted herein.

**SECTION 4:** Employees, if requested by the Employer to report to work and not put to work, shall receive two (2) hours pay provided:

- (a) The employee reports to the place of employment and is physically able to do his job.
- (b) The employee does not leave sooner of his own accord.
- (c) The employee is not sent home due to reasons beyond the Employer's control, such as acts of God, fire, power failure, strikes, etc.

## **ARTICLE VI NATIONAL PENSION PLAN**

This Article VI relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in their Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1 ½) or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half or two times the hourly contribution rate respectively, for such hours. The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, and school, unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.
2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20<sup>th</sup>) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at [www.smwnpf.org](http://www.smwnpf.org).

4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

## **ARTICLE VII FRINGE BENEFITS**

Group insurance, paid holidays, paid vacations, and/or any other benefits commensurate with the existing industrial Agreements in the local geographical area shall be accorded to industrial employees covered by this Addendum and shall be negotiated by the parties hereto, and included herein.

**PROBATIONARY PERIOD 90 DAYS AT \$8.30 (OR CURRENT MINIMUM WAGE) PER HOUR - NO FRINGES (SEE WAGE SHEET)**

Upon completion of the progression schedule, industrial workers shall be classified as industrial journeymen sheet metal workers. Wages for industrial journeymen shall be \$ \_\_\_\_\_, or 55% of building trades journeymen basic taxable rate, plus fringes (see wage sheet).

Sheet metal industrial workers may be assigned and supervised in the performance of any job category for fabrication of work outlined in Article I of this Addendum with the exception of those defined in Section 1 of this Article.

## **PAID HOLIDAYS/VACATION/MANNING TABLE FOR INDUSTRIAL SHEET METAL WORKERS**

**SECTION 1:** The parties hereby agree that effective January 1, 2011 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as holidays. Any holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on Sunday will be observed on the following Monday. All work performed on holidays shall be paid at two (2) times the regular hourly rate. All work performed on Sunday shall be paid at two (2) times the hourly rate.

**SECTION 2:** One week's paid vacation will be paid to each sheet metal industrial worker after one (1) year's employment or the proportionate value will be given them in case of prior termination (i.e. one (1) hour's pay for each fifty (50) hours worked).

**SECTION 3. MANNING TABLE:** For each building trades journeyman employed by the Employer at the building trade's rate, he may employ four (4) sheet metal industrial workers.

## **ARTICLE VIII STANDARD FORM OF UNION AGREEMENT**

The Employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement or local basic Agreement with the exception of those Articles, Sections or provisions specifically altered or amended by this Addendum.

## **ARTICLE IX TERMINATION**

**SECTION 1:** This Addendum shall become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall remain in full force and effect for the duration of the local Standard Form of Union Agreement or local basic Agreement, except as provided in Article XIII, Section 2 of the Standard Form of Union Agreement.

**IN WITNESS WHEREOF**, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COMPANY:**

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Title)

**LOCAL UNION NO. 33 - CLEVELAND DISTRICT  
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, AND TRANSPORTATION  
WORKERS**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Title)



**ADDENDUM U**  
**PERMANENT RESIDENTIAL DWELLINGS**  
**FOUR STORIES AND ABOVE**

**ARTICLE I**  
**SCOPE OF WORK**  
**FOR RESIDENTIAL BUILDINGS FOUR STORIES AND HIGHER**

**SECTION 1:**

- (a) This Addendum covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to the (a) manufacture, field, 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 air-veyor systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all duct lining; (c) testing, balancing, and servicing of all HVAC air handling equipment and duct work; (d) metal roofing; (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.
- (b) This Addendum is limited to permanent residential dwellings being built four (4) stories and above, including the shell package and any related parking structures. All commercial build-outs of the project shall be performed at the appropriate rate.

**SECTION 2:**

Building Trades Journeymen who are employed with an Employer doing commercial or industrial work may reject an offer by the Employer to work under this Addendum. Employees rejecting this offer will not be regarded as ineligible for benefits under the State of Ohio Unemployment Compensation Regulations. Each Employer signatory to Addendum U will notify Local Union No. 33 Cleveland District and SMACNA-Cleveland of the name and location of jobs or work covered by Addendum U requiring forty (40) hours or more of total work time provided the forty (40) hours are worked within ten (10) business days from the first hour an employee worked.

**SECTION 3:**

- (a) At least four (4) business days prior to bidding, the Employer agrees to notify and receive approval from Local Union No. 33 Cleveland District of any work to be performed in the jurisdiction of Local Union No. 33 Cleveland District, as described in Article 1, Section 1, which the Employer is going to bid.
- (b) It is further agreed that to determine preponderance and historical practice and that the preponderance of work noted in the scope of work in Article 1, Section 1, there must be a due process mechanism between the Union, SMACNA-Cleveland and the Employer.

- (c) If the Business Manager objects to the use of this Agreement based on the historical practice and that the preponderance of work noted in the scope of work in Article I, Section 1, is performed in accordance with the building trades area wages and standards, the burden of proof to use this Agreement shall be on the Employer and/or its association.

#### **SECTION 4:**

The Union agrees to furnish upon request by the Employer, duly qualified journeymen and apprentice 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 Addendum.

#### **SECTION 5:**

The minimum rate of wages for journeyman sheet metal workers covered by this Addendum when employed on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be (See Wage Sheet) per hour.