

Collective Bargaining

AGREEMENT

between

EMPLOYERS

and

INTERNATIONAL ASSOCIATION OF SHEET METAL,  
AIR, RAIL & TRANSPORTATION WORKERS

Local Union No. 71

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Covering

Erie, Genesee, Niagara, Orleans  
and Wyoming Counties, New York

May 22, 2017 - May 21, 2022

## **Preamble**

Agreement entered into this **22nd day of May, 2017**, by and between the individual Sheet Metal Contractors hereinafter referred to as the Employer, and Local Union No. 71 of INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS (SMART Local Union No. 71), hereinafter referred to as the Union for Erie, Genesee, Niagara, Orleans and Wyoming Counties in the State of New York.

The Parties agree to the terms and provisions of the "STANDARD FORM OF UNION AGREEMENT", Sheet Metal Roofing, Ventilating and Air Conditioning Divisions of the Construction Industry Form A-08-11, with, however, the changes and additions set forth herein.

## **ARTICLE I Scope Of Work**

**Section 1.** This agreement covers the rate 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-voyeur systems and air handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail & Transportation Workers, more specifically but not limited to: (f) the loading and unloading of all materials and tools to be used, installed or erected by employees covered under this Agreement; and (g) the erection of temporary ladders, scaffolds or structures for holding or supporting sheet metal worker employees exclusively and their tools and/or materials, where such necessary ladders, scaffolds or structures have not previously all been erected in place for prior use by another trade or trades, (h) the erection and installation of skylights ferrous or nonferrous and appurtenance in connection hereto, (i) metal roofing, (j) and all other work included in the jurisdictional claims of Sheet Metal Worker, Air, Rail and Transportation Workers.

## **ARTICLE II Sub-Contracting - Job Site Work**

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

## **Sub-Contracting - Prefabricated Materials**

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

**ARTICLE III**  
**Hiring Employees**

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

**Section 2.** When an Employer requires persons, whose services are included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail & Transportation Workers, prior to the person being hired, the Employer shall request that such persons be referred to him from the office of SMART Local Union No. 71. Employers will attempt to hire those members that have been on the out-of-work list for an extended period of time.

**Section 3.** Where five (5) or more journeymen are performing work for the Employer, the Employer will make an effort that the fifth journeyman employed will be at least fifty-five (55) years of age.

**Section 4.** Both parties agree to incorporate the "Code of Conduct" as part of this agreement thereby reaffirming our collaborative commitment to the Sheet Metal Industry.

**ARTICLE IV**  
**Furnishing Employees**

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

**ARTICLE V**  
**Union Security**

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

**Section 2.** The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the Union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such recognition is requested, or a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than 10 days following the Union's request, the Employer shall review the employees' authorization cards submitted by the Union in support of its claim to

represent and have the support of the majority of such employees. If the majority of the employees has designated the Union as the exclusive bargaining representative, the Employer will recognize the Union as such majority representative of all employees in classifications and geographic jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

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

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

#### **ARTICLE VI Hours - Regular and Overtime**

**Section 1.** (a) The regular working day shall consist of eight (8) hours labor in the shop or on the job, starting at 7:00 a.m. and ending at four-thirty (4:30) p.m. during which period there shall be a one-half (1/2) hour unpaid lunch period, to be taken between 12:00 noon and 12:30 p.m. unless the Union and the Employer agree otherwise. The regular working week shall consist of five (5) consecutive eight (8) hour days, labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate, except as otherwise provided pursuant to Section 4 of Addendum 1. All other work performed outside of the regular working hours on Monday through Saturday shall be at one and one-half (1-1/2) times the regular rate. All work performed on Sunday shall be at two (2) times the regular rate.

(b) Employees are required to be at their area of work either in the shop or project site at the scheduled starting time each day and shall remain until quitting time.

(c) The Employer agrees to offer break periods. At the Employers' option, they shall provide either two break periods of ten (10) minutes each in the shop and in the field or allow their employees to get coffee, etc. at any time they wish.

(d) When conditions beyond control of the Employer, such as severe and inclement weather, power failure, fire or natural disaster, prevent the performance of a particular Project work operation(s) or the entire Project on a regularly scheduled work day, the Employer may schedule the Saturday of the calendar week during which work was prevented as a make-up day at straight time pay. In such instance, the Union will use its best efforts to help the Employer obtain sufficient employees to perform the required work.

When conditions on the Project cause the Employer to stop work or to be unable to commence work on the day in question, the Contractor will notify

the Union and the employees at that time that Saturday will be a make-up day for the affected operation(s) and the Saturday work will then be at straight time for the day or any portion of the work day for which work was stopped. The balance of the eight (8) hour day on Saturday, if any, shall be at time and one-half the straight time rate of pay. If an Employer seeks to cancel a day's work in advance of that day, and to schedule the following Saturday as a make-up day, the determination of whether an Employer is unable to perform the affected work operation(s) shall be made jointly between that Contractor and the Union and the Union's Agreement shall not be unreasonably withheld.

### **Holidays**

**Section 2.** The recognized Holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day.

If the Holiday falls on Sunday, it shall be observed on the following Monday. If the Holiday falls on Saturday, it shall be observed as recognized by the Federal Government Holiday Schedule.

All work performed on Holidays, shall be paid at two (2) times the regular rate.

The day on which the above Holidays will be observed are indicated on the attached calendar.

### **Overtime - Notification and Equalization**

**Section 3.** It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the local union in advance of scheduling such work. Preference to overtime and holiday work shall be given to employees on the job.

### **ARTICLE VII Transportation**

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

**Section 2.** When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at the regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid based on the following travel zone and board conditions.

**Travel Zone and Board Conditions**

**Section 3.** (a) In connection with the provisions of this Article, the Parties agree that all travel expenses as set forth below are to be paid according to the following rates:

<b>ZONE</b>	<b>TERRITORY</b>	<b>RATE</b>
1	Erie and Niagara Counties	Free
2	Orleans, Wyoming and Genesee Counties	\$12.00
3	Travel outside of the geographical Jurisdiction of Local 71 up to <b>65</b> miles	\$17.00

**(MapQuest, Shortest distance to Jobsite location, from city hall.)**

**BOARD ZONE**

Travel outside the jurisdiction of Local 71 over 65 miles shall be defined as board zone.

When remaining overnight in the board zone, the employee shall receive IRS allowable per diem (*IRS form 1542*) / ([www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)) for food and lodging in that area.

Travel time for board zone shall be paid at straight time for one round trip.

Jobs of one day duration do not qualify for Board Zone, however if an employee is required to stay overnight in the board zone, receipted proof of room and board shall be approved for payment.

When an employee works in the Employer's main shop, no travel expense shall be payable.

(b) All apprentices shall receive the same rates as specified above. All employees shall be on the job at 7:00 A.M. and shall remain on the job until 3:30 P.M. (8:00 A.M. to 4:30 P.M.) in the zone where the work is being performed. Any infraction of those hours shall be liable to reprimand by the Employer.

Board Zone payments for jobs of a five (5) or more working day duration shall be paid in advance, prior to the employee's departure, if such advance payment is requested by said employee.

The Board Zone rate shall be payable at the above rate for each day worked and for each day the employee remains on the job even if he is prevented from working, through no fault of his own, and including all holidays recognized in this Agreement that occur or are celebrated during the work week.

(c) Employees who are required to report to a zone at the start of the work day and are then transferred to another job shall be paid the zone rate they started in, plus the applicable cents per mile as stated in Section 4 of this Article, for travel to the other job site. Employees required to work in the Board Zone shall be paid at the applicable rate per day, together with automobile expense at the rate of applicable cents per mile as stated in Section 4 of this Article and driving time at the regular straight time hourly basic rate for one trip to the job and return each time the Employer directs the employee to report to the job, or back again off of the job.

Jobs of one day duration where company transportation is provided shall

require all drive time paid at straight time.

#### **RESOLUTION 78 TRAVEL CONDITIONS**

**(Upon union approval)** When the employee chooses to travel back and forth to the board zone: For work in the Board Zone, over 65 miles, each employee shall be paid forty-five dollars (\$45.00) per day. For work in the Board Zone, over 85 miles, each employee shall be paid fifty-three dollars (\$53.00) per day. For work in the Board Zone, over 100 miles, each employee shall be paid sixty-five dollars (\$65.00) per day.

#### **Mileage Rates**

**Section 4.** All employees shall be paid **fifty-three and one half cents (\$0.535)** per mile based on IRS Allowable Rate for using their automobile during working hours. Automobiles shall be used to transport the employee, personal tools and clothing only. **If during the term of this agreement the IRS allowable rate changes, then the new IRS Allowable Rate will apply.**

#### **Parking Reimbursement**

**Section 5.** The Employer agrees to pay reasonable parking expense and bridge tolls upon receipt of proof, up to a maximum of six dollars (\$6.00) per day for each work assignment. Boundaries for such parking expense shall be: from the Waterfront at Porter Avenue to North Street, East to Jefferson Avenue, South to Swan Street, to Michigan Avenue, Michigan Avenue to the Waterfront. Where the Employer chooses to furnish parking within the above territories, then such parking must be within a three (3) block area, of the job site.

#### **ARTICLE VIII**

#### **Wage Scale - Journeyman**

**Section 1.** (a) As of **May 22, 2017**, the minimum rate for journeyman sheet metal workers, covered by this Agreement or employed in the shop or on the job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be **thirty-three dollars and seventy three cents (\$33.73)** per hour, except as set forth below and herein specified in Section 1 (b) of this Article. (See present wage rate sheet for deductions and contractor's contributions.)

(b) The following monetary increments shall be effective on the stated dates as follows:

**May 28, 2018 - \$1.20 (one dollar and Twenty cents) per hour increase**  
**May 27, 2019 - \$1.20 (one dollar and Twenty cents) per hour increase**  
**June 1, 2020 - \$1.25 (one dollar and Twenty-Five cents) per hour increase**  
**May 31, 2021 - \$1.25 (one dollar and Twenty-Five cents) per hour increase**

**Contact will expire May 21, 2022**

The whole or any part of any increase in wages may be paid to any of the established Trust Funds or Working Assessment or levied Assessments or Vacation Account at the option of the Union and upon its direction to the Employer.

#### **Foreman**

**Section 2.** (a) An Employer contracting any such work as claimed in Article I of this Agreement, within the geographic jurisdiction of this Local

Union, shall be required to appoint at least one (1) Regular Foreman who shall be a journeyman member of SMART Local Union No. 71 and the Employer shall pay such appointed foreman the applicable foreman's rate of pay.

(b) There shall be one (1) Regular Foreman employed by each Employer for the first four (4) employees employed under the provisions of this Agreement. Such Regular Foreman shall receive the basic rate applicable plus ten percent (10%) of the envelope rate established under this CBA, currently three dollars and thirty-seven cents (\$3.37) per hour, until he has more than ten (10) employees under his direction. Once twelve or more employees are so employed, one of these employees shall be designated as General Foreman, in addition to the Regular Foreman. Such General Foreman shall receive the basic rate applicable plus fifteen percent (15%) of the envelope rate established under this CBA, currently five dollars and six cents (\$5.06) per hour, minimum. The Employer shall employ one Regular Foreman in addition to the General Foreman, if he employs twelve (12) employees, but less than nineteen (19) and so on for each additional group of six (6) employees. All such additional Regular Foreman shall receive ten percent (10%) of the envelope rate established under this CBA, currently three dollars and thirty-seven cents (\$3.37). The provisions of this paragraph which refer to Regular Foreman and General Foreman shall apply in the shops, except however, the provisions which apply to all subsequent Regular Foreman shall apply to work on the job site only. The Chart below represents this new language.

Men on Jobsite	Foreman	General Foreman
01-03	(0)	(0)
04-11	(1) @ 10% \$3.37	(0)
12-20	(1) @ 10% \$3.37	(1) @ 15% \$5.06
21-27	(2) @ 10% \$3.37	(1) @ 15% \$5.06
28-34	(3) @ 10% \$3.37	(1) @ 15% \$5.06

**Fabrication Rate - Beyond Local  
Jurisdiction**

**Section 3.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers, apprentices, utility workers, and classified sheet metal workers within the jurisdiction of the Union, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with International Association of Sheet Metal, Air, Rail & Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the employees employed on such work in the home shop or sent to the job site.

Should any objection arise as to the accuracy of the number of employees, number of hours or wage scale paid to persons employed on any of the above- mentioned work, the Employer agrees to make all payroll records of such employees available only to the Local Joint Adjustment Board Members during a regularly called meeting upon their request.

**Purchased and Manufactured Items**

**Section 4.** The provision of Section 3 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 and fire dampers
4. Radiator and air conditioning unit enclosures



5. Fabricated pipe and fittings for residential installations and fabricated round pipe and fittings of up to and including twelve inch (12") diameter, twenty-four gauge (24ga) or lighter, having the Blue SMART Label, for light commercial work as defined under Resolution 78 and approved by the Business Manager of Local Union 71.
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound Attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle Rings

All ductwork, plenums, and fittings, regardless of material for Commercial, Industrial or Institutional work shall be fabricated under the provisions of Section 3 of this Article except that all decibel rate equipment as specified in the written specifications may be purchased.

**Section 5.** The provisions of Section 3 of this Article shall not be applicable to the manufacture for sale to the trade or purchase of AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, and ventilating systems. In addition, the provisions of Section 3 of this Article will not be applicable to the manufacture of spiral pipe and fittings for high pressure systems.

#### **Wage Scale - Beyond Local Jurisdiction**

**Section 6.** Except as provided in Sections 3 and 7 of this Article, the Employer agrees that journeymen sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

#### **Two-Man Rule**

**Section 7.** 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 & Transportation Workers, and qualified sheet metal workers available in such area, he shall send at least one (1) and may send no more than two (2) journeymen sheet metal workers per job into such area to perform any work which the Employer deems necessary, each of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of International Association of Sheet Metal, Air, Rail & Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

#### **Wage Scale - Definition Of**

**Section 8.** In applying the provisions of Sections 3, 6 and 7 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 9.** Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the Parties signatory to this Agreement agree to arrange through the Health & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health & Welfare 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.

#### **Payroll Procedure**

**Section 10.** Wages at the established rates specified herein shall be paid weekly in the shop, on the job, by mail, or by direct deposit, at or before quitting time on the Employers regular designated payday of each week. No more than five (5) days pay may be withheld from an employee. This condition may be revoked upon request by the Union to the Local Joint Adjustment Board. At the time of payment of wages, the Employer shall furnish to the employee an itemized record showing the pay period, hourly rate, number of hours worked, overtime pay, travel pay and all payroll deductions on a payroll record to be retained by the employee.

Employees terminated from employment should be paid, in full, immediately upon such termination. In the event an employee is not paid, in full, immediately upon termination, the employee shall be entitled to four (4) hours pay for each day until he receives his wages due him. (Direct deposits will be initiated on the day of termination.)

Employees laid off shall be paid no later than the end of the Employer's next payroll cycle. In the event the employee's pay is not made available by the end of the Employer's next payroll period, that employee shall be entitled to four (4) hours pay for each day until he receives his wages due him. Upon layoff or termination, the Employer shall make available the "Record of Employment" form to be signed by the Employer.

#### **Show-Up Time**

**Section 11.** An employee who reports for work by the direction of the Employer and is not placed at work or has his work interrupted by conditions over which the Employer has control shall receive two (2) hours pay including fringe benefit payments at the established pay rate. If an employee remains on the job at the direction of the Employer for more than two (2) but less than four (4) hours under the same conditions stated above, said employee shall be nonetheless entitled to four (4) hours pay including fringe benefit payments at the established pay rate.

The above payments shall not apply to conditions over which the Employer has no control except in the case of roof deck and outside siding work.

Employees performing roof deck work or outside siding work, who after reporting at the job site are not able to work due to conditions beyond their control, including inclement weather conditions, shall receive show-up time as provided in this Section of the Agreement.

On Saturday, Sunday and/or holidays show-up time shall be paid at the overtime premium rate and all Fringe Benefit Contributions shall be made

accordingly.

#### Union Shop

**Section 12.** Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner member to be the journeyman sheet metal worker.

No Employer shall offer to, or enter into any Agreement or contracts with any employee for wages, payments or conditions other than specified in this Collective Bargaining Agreement, for any work performed on any jurisdictional claims of the International Association of Sheet Metal, Air, Rail & Transportation Workers as specified in Article I of this Agreement.

#### ARTICLE IX CONTRIBUTIONS AND DEDUCTIONS

**Section 1.** (a) The Parties agree to establish and jointly administer trust funds and accounts to receive contributions from all Employers who are not or become Parties to this Agreement or obligated there under, except, however, Employers in contractual relations with the Union in the Kitchen Equipment industry or the production type sheet metal shop, for the purpose of providing group medical and hospital related coverage, pension coverage, annuity fund, benefit coverage and vacation coverage.

#### SHEET METAL WORKERS' LOCAL UNION NO. 71 INDUSTRY HEALTH TRUST FUND

(b) The hourly contribution on **May 22, 2017** to the Trust Fund known as "Sheet Metal Workers' Local Union No. 71 Industry Welfare Trust Fund" shall be **Five dollars and eighty-five cents (\$5.85)** per hour per employee for ALL HOURS WORKED.

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

#### SHEET METAL WORKERS' LOCAL UNION NO. 71 PENSION FUND

(c) The hourly contribution on **May 22, 2017** to the Trust Fund known as "Sheet Metal Workers' Local Union No. 71 Pension Fund" shall be **thirteen dollars and forty-six cents (\$13.46)** per hour per employee for ALL HOURS PAID. This amount is distributed as follows: **five dollars and seventy five cents (\$5.75) for Local Pension, seven dollars and seventy one-cents (\$7.71) for National Pension.**

#### NPF Amendment

The Parties to this Agreement have adopted the "First Alternative Option" under the Sheet Metal Workers' National Pension Fund's (NPF) Funding Improvement Plan (FIP) Schedule, as in effect when this Collective Bargaining Agreement is entered into and as that Option is amended from time to time. The Employer will contribute to the NPF at the hourly rates set forth in this Agreement, in accordance with the First Alternative Option and the NPF's Plan and Trust Documents (copies of these documents including the updated FIP and

FIP Schedule) have been made available to the parties and are available at [www.smwnpf.org](http://www.smwnpf.org)). The NPF's FIP Schedule (which includes the First Alternative Option) and Trust Document, as amended from time to time, are incorporated into this Agreement. The Employer will pay its required monthly NPF contributions no later than the 20th day of the month, after the month in which the Covered Employment was performed. Failure to pay on time and in full will constitute a delinquency and will subject the Employer to applicable interest, liquidated damages, fees and costs. The Employer shall transmit contributions and remittance data electronically via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at [www.smwnbf.org](http://www.smwnbf.org) (contact the IPS Support Team via email at [ips@smwnbf.org](mailto:ips@smwnbf.org) or by calling 800-231-4622).

The sum of eighteen cents (\$.18) per hour for all hours paid shall be added to the NPF contribution amount which will be disbursed at the National level to the International Training Institute Office and Scholarship fund. This amount reflects our obligation to ITI, SMOHIT and NEMI and the scholarship fund.

**SHEET METAL WORKERS' LOCAL UNION  
NO. 71 ANNUITY BENEFIT FUND**

(d) The hourly contribution on **May 22, 2017** to the Trust Fund known as "Sheet Metal Workers' Local Union No. 71 Annuity Fund" shall be **three dollars and eighty-five cents (\$3.85)** per hour, per employee, for ALL HOURS PAID, to the Annuity Benefit Fund, established to provide additional benefits other than pension and other than benefits presently provided by the Sheet Metal Workers' Local Union No. 71 and Industry Health Trust Fund. When sheet metal workers are temporarily employed outside the jurisdiction of their home local, the parties signatory to this agreement shall arrange to transmit any 401 (k) contributions required to be made to a 401(k) plan where the work is performed to a 401 (k) plan established for the employee's home local Union, and/or to the National Supplemental Savings Fund.

**WORKING ASSESSMENT**

(e) The Employer agrees on **May 22, 2017** to withhold from the wages of each employee performing sheet metal work covered by this Agreement and who executes the form set forth below, the sum of **two dollars and seventeen cents (\$2.17)** per hour, per employee, for every hour an employee is PAID. Working assessment will be based on 3.5% of the employee's wage package and will be re-calculated each year. The current breakdown of the working assessment includes contributions into the Building Fund, Buffalo Building Trades, Youth to Youth, Market Recovery and NYS PAL. Also included in the Working Assessment as authorized below is an additional five cents (\$.05) into the National PAL Fund. These monies shall be known as the "Hourly Working Assessment" and shall be remitted by the Employer to the Union no later than the tenth (10th) day of the month following the end of the month in which the Hourly Working Assessment has been withheld. Wages as referred to herein shall include all remuneration for services rendered except payment for zone travel and except those amounts paid by the Employer to the fringe benefit funds provided in this Agreement. The form for authorization is as follows:

Employee Name .....

TO: All Employers by whom I am employed during the term of SMACNA-BUFFALO, INC. and its members of Buffalo, N.Y., and other associated groups, and the International Association of Sheet Metal, Air, Rail & Transportation Workers Local Union No. 71, of Buffalo, N.Y. and Vicinity during the current contract agreement.

I authorize such Employers to deduct from my pay each week, the hourly Working Assessment as established periodically by said Local Union's membership as required by statute and the Constitution and Ritual of the International Association of Sheet Metal, Air, Rail & Transportation Workers. The established hourly Working Assessment shall be paid for each hour paid including premium hours as weighted as part of membership dues for said week owed by me to Local 71. Such deduction shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the Sheet Metal Workers' Local 71 at the same time as other fringe benefit contributions are made.

The authorization and assignment shall become effective with the date approved by the membership and the Union at the special held meeting. Revocation of the above authorization shall be made in writing, delivered to the officers of Local 71 and bear the date and my signature; said revocation shall become effective fifteen (15) days after delivery date.

Date.....

Employee's Signature.....

Social Security No. ....

**P.A.L. POLITICAL FUND**

(f) When an employee under the Collective Bargaining Agreement signs the proper authorization card (copy as follows) the Employer agrees to deduct **five cents (\$.05)** for each hour PAID and forward that amount to P.A.L. Political Fund:

P.A.L.

Employee Name.....

I hereby authorize the Employer to deduct from my pay the sum of five cents (\$.05) for each hour paid and to forward that amount to PAL Political Fund and/or AFL-CIO COPE. This authorization is signed voluntarily and with the understanding that PAL Political Fund and/or AFL-CIO COPE will use this money to make political contributions and expenditures in connection with federal, state and local elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, PAL Political Committee and/or AFL-CIO COPE, 1750 New York Ave., N.W., Washington, D. C. 20006, and to the Employer.

The political contribution deduction shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the Sheet Metal Workers' Local 71 at the same time as other fringe benefit contributions are made. The money shall be remitted within ten (10) days thereafter to PAL Political Fund, and/or AFL-CIO COPE, 1750 New York Ave., N.W., Washington, D. C. 20006, accompanied by a form stating the name and hours worked for each employee for whom a deduction has been made.

Date.....

Employee's Signature.....

Social Security No. ....

**APPRENTICE TRAINING FUND**

(g) On **May 22, 2017**, a contribution of **fifty cents (\$.50)** per hour for ALL HOURS WORKED shall be made to the Trust Fund known as "Sheet Metal Contractors and Local No. 71 J.A.C. Educational and Training Fund" for all employees performing sheet metal work under the Collective Bargaining Agreement.

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

#### **VACATION AND HOLIDAY ACCOUNT**

(h) The Employer agrees on **May 22, 2017** to deduct from the wages of each employee performing sheet metal work covered by this Agreement the sum of **one dollar and fifty cents (\$1.50)** per hour, per employee, for every hour PAID. These monies shall be known as "Vacation and Holiday Account" and shall be remitted by the Employer to the Union on the monthly remittance forms provided by the SMART Local Union No. 71 no later than the tenth (10th) day of the month following the end of the month in which the monies have been withheld.

1. Each employee shall be required to take two (2) one-week vacations. A one-week vacation is defined as five (5) consecutive work days, excluding weekends and holidays. The vacation year shall be from May 1 to April 30. Loss of time through unemployment or illness may be credited toward the required mandatory vacation. SMART Local Union No. 71 must be notified by the employee prior to taking vacation.

2. During March of each year the local union shall check the vacation records and any employee who has not taken his or her vacation, or has not made application for vacation, shall be required to take their vacation at the earliest date (no later than April 30th) that can be arranged with his or her Employer.

3. All employees shall make every effort to coordinate their vacation schedule with their Employers thirty (30) days prior to the vacation. However, if in the event the coordination does not meet the thirty (30) day period, the Employer agrees to make every effort to accommodate the employee's request. The Employer shall provide a "Vacation Notification Form" that will be signed by the employee. The Employer shall forward this form to the Union.

#### **CONTRIBUTIONS**

##### **Increase - Reduction - Discontinuation**

**Section 2.** (a) If the Union should direct that the whole of or any part of any negotiated increases on or after **May 22, 2017** shall be paid to any of the established or agreed to Trust Funds or Accounts except the "Sheet Metal Contractors & Local No. 71 J.A.C. Educational and Training Fund" and the "Sheet Metal Industry Fund of Buffalo & Western New York Trust", instead of as hourly wages, then the Parties agree that such money shall be treated as contributions rather than as wages paid directly to the employee performing sheet metal work.

(b) If the Union should direct a reduction or the discontinuation of any contribution being paid by the Employers to any of the established or agreed to Trust Funds or Accounts, except the "Sheet Metal Contractors & Local No. 71 J.A.C. Educational and Training Fund" and the "Sheet Metal Industry Fund of Buffalo & Western New York Trust", the Parties agree that

an amount equal to the amount of the reduced or discontinued contributions shall be added to each employee's hourly wage and the minimum rate of wages as stated in Article VIII, Section 1 of this Agreement shall be increased a like amount per hour or such amount as may be added to the contribution to one of the other employee fringe benefit funds provided for in Section 1, subsections (b), (c), (d), (f), and (g) of this Article or to any new jointly administered employee fringe benefit fund or hereafter established.

(c) Where Trust Funds have been established to receive contributions, the Parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said agreement.

#### **CONTRIBUTION - DELINQUENT PAYMENT**

**Section 3.** (a) The Parties agree that if any Employer should fail to pay the contributions to any of the funds or accounts provided by these changes according to the terms and conditions provided for in the trust instrument applicable, that there shall be a charge of ten percent (10%) added to the amount of such contribution, and if it becomes necessary in the judgment of the trustees of such fund or in the judgment of the Union to turn the matter over for collection to an attorney that then such Employer shall, in addition be required to pay reasonable attorney's fees in the amount of 33 and 1/3 percent of the amount turned over for collection. THE UNION WILL WITHHOLD FROM EMPLOYMENT ALL MEMBERS OF LOCAL 71 EMPLOYED BY AN EMPLOYER WHO HAS BEEN DECLARED TO BE IN DEFAULT BY THE BENEFIT FUND TRUSTEES.

#### **BONDING**

(b) In accordance with the rules and regulations established by the various benefit fund trustees, in the event any Employer during the term of this Agreement fails to make the required contributions to the various fringe benefit funds or accounts in a timely fashion such Employer shall provide to the Union a bond in the amount and form as determined by the benefit fund trustees.

(c) All provisions and conditions as stated in Section 3, "Contributions - Delinquent Payment", shall apply to all the funds and/or accounts as provided for in Section 1, "Contributions and Deductions".

#### **Sheet Metal Industry Fund Buffalo and W. N. Y. Trust**

**Section 4.** (a) Contributions provided for in Section 4 (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 of employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The Employer shall pay to the Sheet Metal Industry Fund Buffalo & Western N.Y. Trust (hereinafter referred to as the local industry fund), twenty-six cents (\$.26) per hour for each hour worked on or after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made monthly on or before the 10th day of the

succeeding month.

The Parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as named, together with any successors who may be appointed pursuant to said Agreement.

(c) The SMACNA-Buffalo, Inc. shall submit to the Business Manager of the Union not less 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 Fund shall include in such written report, a statement of receipts and disbursements. Further specific detailed information in regard to Fund activities of its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(d) Grievance concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 6 (a) or for violations of other sub-sections of this Section shall be handled under the provision 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.

(e) Both parties agree to contribute three cents (\$.03) each, [for a total of six cents (\$.06)], for every hour worked, to establish funding for the training incentive (TIPS) program which has been established in 2012. Said monies will be designated exclusively for the purpose of funding of the awards and banquet costs associated with the TIPS program. In the event that both parties agree to abolish the program, the monies will revert to each party to be disbursed as each see fit.

#### **International Training Institute**

**Section 5.** The Employers will contribute to the International Training Institute (ITI) for the Sheet Metal and Air Conditioning Industry twelve cents (\$.12) per hour for each hour paid on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 10th day of the succeeding month and shall be remitted to the office of the National Training Fund as designated by the Trustees of the Fund, or for the purpose of collection and transmittal through Sheet Metal Workers' National Pension Fund.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute (NEMI) Committee, a jointly administered trust fund, three cents (\$.03) per hour for each hour paid by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 10th day of the succeeding month and shall be remitted as designated by the Trustees of the fund, or for the purposes of collection and transmittal through Sheet Metal Workers' National Pension Fund.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) Committee, a jointly administered trust fund, two cents (\$.02) per hour for each hour paid by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 10th day of the succeeding month and shall be remitted as designated by the Trustees of the fund, or for the purposes of collection and transmittal through Sheet Metal Workers' National Pension Fund.



The Parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the National Training Fund for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, 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 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.

## **ARTICLE X Grievances**

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

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days or 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 or representatives of the Union and of the local Employers Association and both sides shall cast an equal number of votes at each meeting. The local Employers Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

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

Notwithstanding the provisions of Paragraph 1 of this Section, a contractor 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, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board.

**Section 4.** Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either Party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. (Copies of the procedures may be obtained from the National Joint Adjustment Board.)

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

**Section 6.** In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local Party may enforce the award by any legal means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. The prevailing Party in litigation to enforce an award 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 of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in the 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 renewal of this Agreement become deadlocked in the opinion of the Union representative(s) or the Employer(s) representative, or both, notice to that effect shall be given to the National Joint Adjustment Board.

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

In addition to the mediation procedure set forth above or as an

alternate thereto, the Co-Chairmen of the Board may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such committees 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, telegram or telephone notification.

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

**Section 9.** Anything to the contrary notwithstanding, nothing contained in Article X shall apply to any controversy or dispute arising out of the interpretation or enforcement of any provisions of Article II and/or Article IX, Sections 1, 2, 3 and 4.

The Union shall be free to take any other action to enforce its claims involving the interpretation or enforcement of those Articles, which are exempt from Article X or the provisions of this Section 9.

#### **ARTICLE XI Personal Hand Tools and Vehicles**

**Section 1.** Journeymen, apprentices, utility workers, and classified sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools, excluding Pop Rivet Tools. Hand Punches shall be furnished by the Employer if said Employer requires their use.

All journeymen, apprentices, utility workers, and classified sheet metal workers shall maintain their hand tools in proper condition to comply with Federal OSHA Standards.

Any revision or addition to the above-mentioned paragraphs shall not

become part of this Collective Bargaining Agreement unless agreed upon by the Union and the Employer.

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

## **ARTICLE XII**

### **Joint Apprenticeship and Training Committee**

**Section 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of eight (8) members, four (4) of whom shall be selected by the Employer and four (4) by the Union. Said Joint Apprenticeship & Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement to govern eligibility, registration, education, transfer rotation, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of this trade. Said rules and regulations when formulated and adopted by the Parties hereto shall be recognized as part of this Agreement.

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

(a). The Committee will continue to develop and implement a plan to rotate apprentices.

### **Journeyman Training and Upgrading**

**Section 3.** Journeyman Training and upgrading which includes safety training, will be made available to all journeymen members on a continuous basis. Cost for all training programs will be paid for by the Joint Apprenticeship and Training Committee (JATC). Each journeyman is encouraged to attend a minimum of eight (8) hours of training each year. Local 71 agrees that all members of the Local will have completed the OSHA 10 hr. training. Additionally, all new members of the union including utility workers, classified workers, apprentices and journeymen shall be required to complete within six months from date of hire, the OSHA 10-hour safety training course. In addition, the committee will increase the amount and subjects offered to journeypersons including Foreman's training.

### **Scholarship Loan Agreement**

**Section 4.** 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 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 services 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.

#### **Apprentice Ratio**

**Section 5.** It is agreed that each Employer shall be entitled to engage the services of one (1) apprentice for the first journeyman employed under the provisions of this Agreement and thereafter one apprentice to every three (3) journeymen who are regularly employed throughout the year, and said ratio shall govern the consideration and granting of apprentices by the Joint Apprenticeship and Training Committee.

#### **Apprentice Applicants**

**Section 6.** All applicants for apprenticeship shall be at least eighteen (18) years of age and each apprentice shall serve an apprenticeship of five (5) years. Such apprentices shall not be put in charge of work on any job and shall work under the supervision of a journeyman until the apprenticeship term has been completed and they have qualified as a journeyman.

#### **Wage Scale - Apprentices**

**Section 7.** A graduated wage scale for apprentices shall be established and maintained on the following percentage basis of the total of journeymen's envelope wage plus the hourly contributions required from time to time to be made by the Employer pursuant to Section 1 (b), (c) and (d) of Article IX or any new jointly administered employee fringe fund.

The first-year apprentice wage shall be 45 percent (45%) of the journeyman's envelope rate. There will be no LOCAL pension or annuity fund contribution for the first-year apprentice.

The second-year apprentice will be paid 50 percent (50%) of the journeyman's envelope wage, plus an Employer contribution of 50 percent (50%) to the LOCAL pension fund. The remaining 50 percent (50%) of the LOCAL pension fund contribution will be added to the apprentice envelope wage. There will be no annuity contribution for the second-year apprentice.

The third-year apprentice will be paid 55 percent (55%) of the journeyman's envelope wage, plus an Employer contribution of 55 percent (55%) to the LOCAL pension fund. The remaining 45 percent (45%) of the LOCAL pension fund contribution will be added to the apprentice envelope wage.

The fourth-year apprentice will be paid 70 percent (70%) of the journeyman's envelope wage, plus an Employer contribution of 70 percent (70%) to the LOCAL pension fund. The remaining 30 percent (30%) of the LOCAL pension fund contribution will be added to the apprentice envelope wage.

The fifth-year apprentice will be paid 80 percent (80%) of the journeyman's envelope wage, plus an Employer contribution of 80 percent (80%)

to the LOCAL pension fund. The remaining 20 percent (20%) of the LOCAL pension fund contribution will be added to the apprentice envelope wage.

All other contributions shall be made by the Employer pursuant to paragraphs b, c, and d of Article IX or any new jointly administered employee fringe-benefit fund. Such contributions shall be made directly by the Employer and forwarded to the proper office.

#### **Overtime - Apprentices**

**Section 8.** (a) On projects and jobsites outside of the Employer's shop, apprentices may be placed to work on a one (1) for one (1) basis and at no time on said projects or jobsites shall apprentices outnumber journeymen.

(b) On overtime work, that is, any hours outside the regular working day as designated in Article VI, Section 1 of this Agreement, apprentices may be placed to work at the ratio of one (1) apprentice for one (1) journeyman and thereafter one (1) apprentice for every three (3) journeymen.

#### **Youth to Youth**

**Section 9.** 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.

#### **ARTICLE XIII Utility Workers**

**Section 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant utility workers on the basis of one utility worker for each three apprentices employed by the Employer. Provided, however, that an Employer who employs one or more apprentices and at least two sheet metal journeymen shall be entitled to at least one utility worker. Thereafter, the same conditions and ratios shall apply.

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

Utility workers shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of utility workers for such openings during the first year of employment. No utility workers shall be retained beyond one year unless he has been found to be qualified as an applicant.

The wage scale for utility workers shall be a minimum of thirty percent (30%) of the wage rate of journeymen sheet metal workers. National Pension contributions in the amount of **fifty-six cents (\$0.56)** which includes ITI, NEMI, and SMOHIT are also part if the utility worker package. Health and welfare coverage shall be arranged on behalf of the utility workers by the Parties.

#### **ARTICLE XIV**

## **Classified Workers**

**Section 1.** Apprentices and classified workers may be employed at the ratio of one classified worker for each apprentice employed, until the contractor has employed a total of four apprentices and four classified workers. Thereafter, additional classified workers shall be employed at the ratio set forth in the 1991 Standard Form of Union Agreement. If the contractor has requested apprentices but none are available, the contractor will be entitled to substitute additional utility workers or classified workers in place of apprentices.

The wage scale for classified workers shall be a minimum forty-five percent (45%) of the wage rate of journeymen sheet metal workers. The Employer shall contribute to the Pension Funds and Annuity Fund (as previously agreed upon) at forty five percent (45%) of the amount set forth for journeymen sheet metal workers. Health and welfare coverage shall be the same as journeymen sheet metal workers. (See attached chart for classified worker wages and terms and conditions.)

If and when a classified worker wishes to be advanced to a journeyman, a meeting between the contractor and the Union shall be held to discuss the individual and their qualifications.

## **ARTICLE XV Integrity Clause**

**Section 1.** A "bad-faith Employer" for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA ARTICLE I hereinabove using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such business entity is located or operating in another area inferior to those prescribed in the Agreement of the sister Local Union affiliated with International Association of Sheet Metal, Air, Rail & Transportation Workers, AFL-CIO in that area.

An Employer is also a "bad-faith Employer" when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding-company relationship, and any other business entity within the scope of SFUA ARTICLE I hereinafter using employees whose wage package, hours, and working conditions are inferior to those prescribed in this Agreement or, if such other business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister Local Union affiliated with International Association of Sheet Metal, Air, Rail & Transportation Workers, AFL-CIO in that area.

**Section 2.** Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-Employer bargaining unit expressly represents to the Union that it is not a "bad-faith Employer" as such term is defined in Section I hereinafter and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad-faith Employer". Failure to give timely notice of being or becoming a "bad-faith Employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any signatory Employer bound by the Agreement is determined to be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of \$500 per calendar day from the date of failure to notify the Union until the date on which the

Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by the provisions of SFUA ARTICLE X.

**ARTICLE XVI**  
**Favored Nations**

If in the event SMART Local Union No. 71 enters into an Agreement with any competitive contractor, which contains more favorable terms and conditions than those contained in the current Agreement, then the contract will be re-opened but limited to those items deemed to be more favorable than contained in the current Collective Bargaining Agreement.

**ARTICLE XVII**  
**Contract Re-Opening and Termination Conditions**

**Section 1.** This Agreement and Addenda Numbers One, Two, Three, Four, Five and Six attached hereto shall become effective on the **22<sup>nd</sup> day of May 2017**, and remain in full force and effect until the **21st day of May, 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 full force and effect until conferences relating thereto have been terminated by either Party by written notice, provided however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

**Section 2.** If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

**Section 3.** Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the standard form of Union Agreement shall be adopted by the National Labor Relations Adjustment Committee, any Party to this Agreement, upon the service of notice to all other Parties hereto, shall have this Agreement re-opened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

**Section 4.** The Employer designates, appoints and authorizes the SMACNA-Buffalo Coordinated Bargaining Committee (CBC), its agents or representatives, to interpret and administer their collective bargaining Agreement during its term.



## A D D E N D U M   O N E

### Nondiscrimination Clause

**Section 1.** The Employer and Union agree not to discriminate against any disabled veteran or Vietnam-era veteran or any employee because of his/her age, race, color, creed, national origin, disability, matrimonial status, or sex.

### STEWARDS

**Section 2.** (a) All stewards shall be qualified journeymen, able to perform the work of the Sheet Metal Industry. There shall be no nonworking stewards.

(b) All shop and job stewards are to be appointed by the Business Manager, Business Representative or President of the SMART Local Union No. 71 after notification of the Employer or his representative.

All shop and job stewards, foremen and general foremen shall have a minimum of the OSHA 30 hour training and such training shall be updated every 5 years unless otherwise specified by the job.

(c) The stewards shall see that all the provisions of this Agreement are complied with and report to the Union Representatives, and the Employer, all true facts and conditions of any claimed infractions of this Agreement.

(d) It is specifically understood that the steward shall have no authority to threaten or encourage work stoppages or work slowdowns.

(e) When four (4) or more men work overtime, the steward shall have the right to work overtime if he is capable of performing the work required.

(f) The steward shall be the last man laid off exclusive of the foreman. If the layoff is for duration of less than thirty (30) calendar days, then, exclusive of the foreman, the same steward shall be the first man placed back to work immediately upon the resumption of work unless he refuses such offer of employment.

No shop or job steward may be transferred except by mutual Agreement between the Union and the Employer.

(g) The steward shall, upon request, have the right to use the nearest telephone in order to conduct any Union business with the SMART Local Union No. 71 office.

(h) If no one else has been appointed, the steward shall promptly accompany seriously injured workers to their homes, a doctor's office or a hospital, whichever the case may require, without any loss of wages. He shall also immediately report the injury to the proper company representatives.

(i) All shop and job stewards shall accompany Federal Compliance Officers representing O.S.H.A. during their inspection tours.

(j) The steward shall have the protection of the Union at all times, however, the Union Representatives shall endeavor to cooperate with the Employer in changing the steward, if he fails to act or work for a common end.

(k) It is expressly understood that the shop steward shall be present

when work is being performed in the shop. When circumstances arise, which require a temporary assignment outside the shop, upon prior notification, the Union will assign a temporary alternative shop steward to preside over the shop work.

**LAY-OFF NOTICE**

**Section 3.** Prior to being laid off from the job, each employee who is working outside of the shop shall receive one hour's notice before the effective time of the lay-off and one-half hours' notice before such time within the shop. For failure to provide such notice, either an hour or one-half hour wages shall be paid.

**SHIFT WORK**

**Section 4.** (a) When Shift work is mandated either in the job specifications or by the contracting agency, the following premiums will apply.

1. First shift shall be the regular working hours between 7:00 AM and 4:30 PM, as outlined in Article VI, Section 1 (a).
2. All Shifts are 8 hours work for 8 hours pay and the following chart lists the premium attached for each classification of employee for the term of the contract.

	J-man	Foreman	G/Foreman	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
2 <sup>nd</sup>	\$3.25	\$3.58	\$3.74	\$1.46	\$1.63	\$1.79	\$2.28	\$2.60
3 <sup>rd</sup>	\$5.00	\$5.50	\$5.75	\$2.25	\$2.50	\$2.75	\$3.50	\$4.00
Classified	45%	50%	55%	60%	65%	70%	75%	
2 <sup>nd</sup>	\$1.46	\$1.63	\$1.79	\$1.95	\$2.11	\$2.28	\$2.44	
3 <sup>rd</sup>	\$2.25	\$2.50	\$2.75	\$3.00	\$3.25	\$3.50	\$3.75	
Utility	30%							
2 <sup>nd</sup>	\$0.98							
3 <sup>rd</sup>	\$1.50							

3. All work performed beyond eight (8) hours shall be paid one and one-half (1 1/2) or two (2) times the regular rate, as appropriate.)
4. Shift premium will be paid on straight time hours only.
5. Shift designation will be determined based on whichever timeframe the majority of straight-time hours fall.
6. Under no circumstances shall an employee be obligated to lose time due to shift work.
7. Weekend Clarification - 3<sup>rd</sup> shift Monday is midnight Sunday, so that overtime is applied to **ALL** weekend hours.

**REMOVAL OF EMPLOYEES**

**Section 5.** The Employer agrees that the Union shall have the right to remove all employees covered by this Agreement from a shop or job for a violation by the Employer or permitted by the Employer of the jurisdiction set forth in Article I of the Agreement hereof.

If an employee shall be removed by the Union pursuant to the provisions of this paragraph or for any other violation of this Agreement, such employee shall be paid the wages he should have been paid on that day.

#### **VISITING RIGHTS**

**Section 6.** A representative of the Union shall be permitted by the Employer or its representative to examine the membership cards or other identification of any employee employed at any place by the Employer and also to transact whatever Union business he may have to in connection with the performances of his duties as a Union Representative.

#### **GOVERNMENT CONTRIBUTION**

**Section 7.** Each Employer agrees to pay the required contributions to the New York State and Federal Unemployment Insurance Programs and to provide Workers' Compensation Insurance and Disability Insurance as required under New York State Law.

#### **PERSONAL STORAGE AND SHANTIES**

**Section 8.** (a) The Employer shall furnish a heated shanty, room or trailer at all job sites employing four (4) or more men for twenty (20) or more working days and shall provide fresh and clean drinking water at all times.

(b) On jobs of a lesser duration than stated in Part (a) of this Section, the Employer shall make arrangements to provide safe and suitable storage space for employees' personal tools.

#### **HAND TOOL RESTRICTIONS**

**Section 9.** No employee performing any work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail & Transportation Workers shall be permitted to supply, furnish, loan, rent or lease to an Employer any equipment used in connection with such work, more specifically equipment such as electric drill motors, impact wrenches, trucks, cutting torches, welding machines or similar equipment beyond the category of conventional hand tools.

#### **COLLECTIVE BARGAINING AGREEMENTS**

**Section 10.** Employers signatory to this Agreement shall not enter into Collective Bargaining Agreements or Labor Contracts of any kind, with any other Labor Organizations, before first sending written notification by registered mail to the SMART Local Union No. 71 Business Office at least fourteen (14) days prior to the signing of said Collective Bargaining Agreement or Labor Contract.

#### **Standard Bid Procedure**

**Section 11.** For the preservation of work opportunities for the Members of SMART Local Union No. 71 employed under the terms of this Collective Bargaining Agreement we agree:

(a) The Employer shall exert every possible effort to secure all work included in and covered by this Agreement. If any Employer accepts any job by contract or otherwise, and all of the work included and covered by this Agreement or considered as normally part of the job involved is not included therein, the contractor shall immediately notify the Union of the circumstances. Employees covered by the Agreement and the Union shall be

free to refuse to perform any work on or for any such jobs, if, the Local Joint Adjustment Board after official written request made by either the Employer or the Union fails to meet and adjudicate the dispute within forty-eight (48) hours (weekends and holidays excluded) from such request.

(b) All manufacturing and fabrication is the work of the sheet metal worker. This includes all CAM and/or manual preparation of drawings for input into the burn table, plasma table, water jet table and CNC punch etc. The contractor shall continue their efforts to include SMART Local Union No. 71 members in their respective CAD departments to better assist in the conversion of original architectural, engineering drawings and blueprints prepared by the customer.

(c) The Employer agrees to fill out and mail/e-mail a "Work To Be Performed" Statement to SMART Local Union No. 71's Office as soon as possible. Company scope of work forms are acceptable. If necessary, such "Work To Be Performed" Statements shall be supplied by the Local Union and will provide information such as General Contractor, responsible contractor, name and address of project and possible starting date, etc., for publicly bid projects on which the Employer is the successful bidder. For private projects, contract work and maintenance work, the information will include job name, job location and scope of work.

#### **ASSIGNEES**

**Section 12.** Where an Employer, who is a Party to and/or bound by the terms of this Agreement has various corporate names or assumed business names and has a substantial interest therein, each of those corporations and/or businesses which are within the geographical jurisdiction of Local 71 will be deemed Parties to a negotiated Agreement with SMART Local Union No. 71.

It is specifically understood by all Parties that this change will not affect any corporations and/or businesses established prior to June 1, 1969, nor does it include any type of corporation and/or business that is not related to the sheet metal or construction industry.

#### **FIRST AID KITS**

**Section 13.** The Employer shall provide an adequate first aid kit for all shops and job site gang boxes.

#### **AUTOMATION**

**Section 14.** Any machine or process to fabricate materials shall be done by a journeyman member, apprentice, classified worker and/or utility workers of the SMART Local Union No. 71.

#### **STOLEN TOOLS**

**Section 15.** The Employer shall reimburse or arrange for insurance which will reimburse employees against a three hundred & twenty-five dollar (\$325.00) maximum loss of tools from the shop or job site due to robbery when locked in a gang box or secured in a room, shanty or the shop where forced entry can be proven and has been reported to the local police or loss through fire and explosion. In order for the employee to be reimbursed for stolen tools, the employee must provide to the Employer a receipt of purchase replacing those tools that were stolen. Each employee shall not collect more than once per calendar year from any one Employer.

#### **ASBESTOS AND OTHER HARMFUL**

## **SUBSTANCES**

**Section 16.** It shall not be a violation of any provision of this Agreement for employees to refuse to start work, return to work, or continue working, or to complain to federal or state agencies when any condition exists which they reasonably believe would endanger the health, safety or well-being of such employees. Any employee exercising this right will not be subject to discharge or to any form of discipline.

## **HAZARDOUS CONDITIONS**

**Section 17.** (a) Employees doing work in so-called "Hot" areas of atomic laboratories, atomic plants or on the premises of anyone engaged in handling or storing radio-active materials shall inform and receive permission from the Local Union before sending workmen into such a building or area. Sheet metal workers working in so-called "Hot" areas shall receive one dollar (\$1.00) per hour above the journeymen's rate when special protected suit-up or equipment are required.

(b) All employees working under this Agreement shall receive an additional fifty cents (\$.50) per hour for high work which is defined as work being done more than thirty (30) feet above the floor or ground where sheet metal workers are working on boatswain chairs.

(c) When working on a customer site that requires the 40-hour HAZMAT training or use of OSHA compliant breathing air or canister/cartridge type respirator, all classifications of workers shall receive an additional one dollar (\$1.00) above their appropriate wage. All fit testing and training shall be provided by the Local 71 Apprentice Training Fund. Personal Protective Equipment will be provided by the Contractor.

## **SAFETY TRAINING AND EQUIPMENT**

**Section 18.** (a) To better serve the objectives of the industry, employees, and Employers and to comply with the regulations of OSHA and insurance carriers, on-going safety training/instruction shall be provided. Safety training/instruction shall be jointly agreed upon by the Employer and Local No. 71 as to time, location, and nature of training/instruction.

(b) The Employer agrees to provide welders' welding jackets, sanitized personal welding hoods with new liners and gloves as required to perform their job.

(c) The Employer may provide hearing tests for all employees, with any cost or lost wages to be picked up by the company.

(d.) Each member of local 71 shall be required to have an OSHA 10-hour training card.

## **DRUG TESTING**

**Section 19.** The screening of new prospective employees (job applicants, not members of International Association of Sheet Metal, Air, Rail & Transportation Workers' Union) may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for employment offered.

Therefore, pre-employment drug/alcohol testing of applicants, not currently members of International Association of Sheet Metal, Air, Rail & Transportation Workers' Union, for sheet metal positions covered by the terms

of a Collective Bargaining Agreement may screen out those with a substance abuse problem.

Pre-employment drug/alcohol testing shall be required for all apprentices, utility workers, classified workers and any other prospective employee who will perform duties found in Article I, Section 1, of this Agreement and not a member of the International Association of Sheet Metal, Air, Rail & Transportation Workers effective the date of this Agreement **May 22, 2017**.

The purpose of the test is to determine whether prospective employees are capable of safely performing the duties of and meeting the prerequisites for the employment offered and may result in eliminating those prospective employees from employment if the test results are positive.

The cost of apprentice testing shall be borne by the Joint Apprentice Committee. The cost for testing of the utility workers, classified workers or any other prospective employee shall be borne by the Employer.

The apprentice, utility workers, classified worker or any other prospective employee may not work without a work referral slip from Local 71.

## A D D E N D U M   T W O

### INDUSTRIAL FABRICATION AND MAINTENANCE

1. This addendum will cover all sheet metal work fabricated and/or installed in or on any existing manufacturing or fabricating facility and office area, cafeterias, etc., within the confines of the aforementioned structures.

2. Manning of project under this Agreement shall be as follows:

Man #1 - Journeyman  
Man #2 - Apprentice  
Man #3 - Journeyman  
Man #4 - Utility workers  
REPEAT

3. Utility workers or classified workers may be substituted if apprentices are not available to assure reduced crew costs.

4. When shifts are required, wages will be paid in accordance with the shift work provisions in Addendum One, Section 4(a). Shift designation to be the same basis as the National Maintenance Agreement policy where required.

5. Overtime work performed shall be at the rate of time and one-half after eight hours per day and after forty hours per week (Sundays and holidays are to be double time).

By request of the Employer for good reason and approval of the Union, when time lost Monday through Friday is a result of inclement weather and or situations beyond the control of the company, then Saturday will be worked at straight time up to forty hours.

6. Flexible starting time - eight-hour day anytime after 6:00 A.M. **by request of the contractor and approval of Local No. 71, for good reason.**

## A D D E N D U M   T H R E E

**ARCHITECTURAL SHEET METAL**

1. This addendum covers all sheet metal work fabricated and/or installed for any commercial building that can be bid and awarded to non-union contractors.

2. Manning projects under this addendum shall be as follows:

Man #1 - Journeyman  
Man #2 - Apprentice  
Man #3 - Utility worker  
REPEAT

3. Utility workers or classified workers may be substituted if apprentices are not available to assure reduced crew costs.

4. Overtime work performed shall be at the rate of time and one-half after eight hours per day and after forty hours per week (Sundays and holidays are to be double time).

By request of the Employer for good reason and approval of the Union, when time lost Monday through Friday is a result of inclement weather and the situations beyond the control of the company, then Saturday will be worked at straight time up to forty hours.

5. Flexible starting time of eight-hour day any time after 6:00 A.M. by request of the contractor and approval of Local No. 71, for good reason.

6. When pre-manufactured items are specified in the bid documents, the Union will allow installation of those items by members of Local 71.

**A D D E N D U M F O U R**

**RESIDENTIAL SHEET METAL**

A separate "Residential Sheet Metal Agreement" will be made available for those contractors who desire to work in the Residential Field.

**A D D E N D U M F I V E**

**RESOLUTION 78**

The Union agrees to provide Resolution 78 relief for light commercial work that is dominated by non-union contractors.

**A D D E N D U M S I X**

**OWNER/MEMBER ADDENDUM TO  
COLLECTIVE BARGAINING AGREEMENT**

Bargaining unit employees hereunder shall include Owner/Members, i.e., employees of incorporated Employers who: (a) are officers, directors, or stockholders of the Employer; (b) perform work covered by the terms of this collective bargaining agreement; and (c) are listed on the Registration Statement filed with the Sheet Metal Workers' National Pension Fund ("Fund"). Subject to the provisions of the Registration Statement, contributions to the Fund must be made on behalf of Owner/Members on actual hours of work or for which the Owner/Members is paid, or is entitled to payment; The Employer agrees to be bound by the Agreements and Declaration of Trusts and Rules and Regulations governing the Fund

IN WITNESS WHEREOF, the Parties hereto affix their signatures and seal this twenty-second day of May 22, 2017.

SMACNA-BUFFALO, INC.  
Coordinated Bargaining Committee

Robert Beck, Chairman  
Dave Neiman  
Jeffrey Mertz  
Andrew Nowak  
Richard Wagner

Local Union No. 71 of International Association of Sheet Metal, Air, Rail & Transportation Workers

John Helak, Business Manager  
Paul Crist, Business Agent  
Brian Handzlik, President

IN WITNESS WHEREOF, the Parties hereto affix their signatures

.....day of .....20.....  
Month Year

.....  
(Specify Name of Association or Contractor)

By .....  
(Signature of Officer or Representative of Company)

.....  
Print Name Title

Local Union No. 71 of International Association of Sheet Metal, Air, Rail & Transportation Workers

By .....  
(Signature of Officer or Representative of SMART Local Union No. 71)

John Helak, Business Manager



**NATIONAL MAINTENANCE AGREEMENTS  
POLICY COMMITTEE**

1800 N. Kent Street, Suite 904  
Arlington, Virginia 22209  
Phone: 703) 524-3335

The following constitutes an official action by the National Maintenance Agreements Policy Committee:

Bulletin No. XV - 5 - 78 - 1 - National Maintenance Agreement.

Subject: Article XV - Work Hours Per day, Overtime and Shift Additives.

**QUESTION SUBMITTED:**

Whether shift additives are payable on single shifts worked outside the standard work day and whether shift additives are payable Saturday, Sunday and holiday overtime.

**DECISION:**

After reviewing the question thoroughly, the Committee determined that when single shifts are worked outside the standard work day, such shifts shall be treated as second or third shifts, based on whichever time frame the majority of straight-time hours fall in.

EXAMPLE: If the majority of hours on a subsequent shift falls within the 4:30 P.M. to 12:00 A.M. time frame, then for the purpose of payment, this would be regarded the same as a second shift. Likewise, if the majority of straight-time hours falls within the 12:00 A.M. to 8:00 A.M. time frame, this would be regarded the same as a third shift. Accordingly, shift additives are payable on single shifts worked on this basis. Further, shift additives are payable on overtime shifts performed on Saturdays and holidays, the same as shifts worked during the standard work week.

Joseph R. La Rocca  
Impartial Secretary

Date: May 11, 1978

Location: Washington, D.C.

APPROVED

Re: NMAPC Meeting 11-20-72  
NMAPC Meeting 5-11-78

**NATIONAL MAINTENANCE Agreements  
POLICY COMMITTEE**

1800 N. Kent Street, Suite 904  
Arlington, Virginia 22209  
Phone: (703) 524-3335

The following constitutes an official action of the National Maintenance Agreements Policy Committee:

Bulletin No. XV - 4 - 77 - 1 - National Maintenance Agreement.

Subject: Article XV - Work Hours Per Day and Overtime.

Clarification of Shift Additives By Example

The following Model/Rate Shift Schedule was approved by the Committee. Accordingly, the Impartial Secretary was instructed to Distribute the Schedule to all National Maintenance Agreements Employers of record. Each of the Union representatives are responsible for distributing the Schedule to their affected local unions.

PLEASE NOTE: This Schedule supersedes the Model/Rate Shift Schedule issued 6-27-74 which should be withdrawn from your NMAPC Book of Decisions and discarded.

**MODEL RATE/SHIFT SCHEDULE**

For use under the National Maintenance Agreements

The following examples are intended to clarify the shift rates, shift additives and overtime. \$10.00 per hour is used as a basis for computation.

**SINGLE SHIFT SCHEDULE**

Eight hours work performed for eight hours pay.

8 hours work x \$10.00 per hour = \$80.00

Ten Hours of work performed for eight hours pay at straight-time plus two hours at time and one-half the straight time rate of pay.

Example:

8 hours straight time	x \$10.00 per hour	= \$80.00
2 hours overtime	x 15.00 per hour	= <u>30.00</u>
		Total \$110.00

**THREE-SHIFT SCHEDULE**

First Shift - Eight hours work for eight hours pay

Hours: 8:00 A.M. to 12:00 P.M.	= 4 hours
(Lunch) Noon to 12:30 P.M.	= 0 hours
12:30 P.M. to 4:30 P.M.	= <u>4 hours</u>
Total hours worked	= 8 hours
(8 hours pay)	= \$ 80.00

Second Shift - Seven and one-half hours work for eight hours pay.

Hours: 4:30 P.M. to 8:30 P.M.	= 4 hours
(Lunch) 8:30 P.M. to 9:00 P.M.	= 0 hours
9:00 P.M. to 12:30 A.M.	= <u>3 1/2 hours</u>

Total hours worked = 7 1/2 hours  
(8 hours pay) = \$ 80.00

\* Shift additive of 25 cents per hour for all hours worked  
after 4:30 P.M. = 2.00  
\$ 82.00

Third Shift - Seven hours work for eight hours pay

Hours: 12:30 A.M. to 4:30 A.M. = 4 hours  
(Lunch) 4:30 a.m. to 5:00 a.m. = 0 hours  
5:00 A.M. to 8:00 A.M. = 3 hours  
Total hours worked = 7 hours  
(8 hours pay) = \$ 80.00

\* Shift additive of 50 cents per hour for all hours worked  
after 12:30 A.M. = 4.00  
\$ 84.00

\* When any shift on a three shift schedule goes on overtime, the shift additive for that particular shift will continue.

#### TWO-SHIFT SCHEDULE

Ten hour shifts

First Shift - Eight hours work for eight hours pay

Hours: 8:00 P.M. to 12:00 P.M. = 4 hours  
(Lunch) 12:00 P.M. to 12:30 P.M. = 0 hours  
12:30 P.M. to 4:30 P.M. = 4 hours  
Total straight time hours- 8 hours 4:30 P.M. to 6:30 P.M. = 2 hours  
Total overtime hours at time and one-half 2 hours  
= \$ 30.00

25 cents shift additive for all hours after 4:30 P.M.  
= .50  
Total Pay \$ 110.50

Second Shift - Seven and one-half hours work for eight hours pay

Hours: 6:30 P.M. to 10:30 P.M. = 4 hours  
(Lunch) 10:30 P.M. to 11:00 P.M. = 0 hours  
11:00 P.M. to 2:30 A.M. = 3 1/2 hours  
Total straight time hours 7 1/2 hours  
(8 hours pay) = \$ 80.00  
2:30 A.M. to 5:00 A.M. = 2 1/2 hours  
Total overtime hours at time and one-half 2 1/2 hours  
= 37.50

25 cents shift additive for hours worked after 4:30 P.M.  
= 1.50

50 cents shift additive for hours worked after 12:30 A.M.  
= 2.25  
Total pay \$ 121.25

All work performed between the hours of 4:30 P.M. and 12:30 A.M. shall be paid a shift additive of 25 cents per hour; on work between 12:30 A.M. and 8:00 A.M., a shift additive of 50 cents per hour shall be paid. Shift additives are to be added after all calculations for overtime and fringes.

TWO-SHIFT SCHEDULE

Eleven or Twelve Hour Shifts

First Shift - Eight hours work for eight hours pay

Hours: 8:00 A.M. to 12:00 P.M. = 4 hours  
(Lunch) 12:00 P.M. to 12:30 P.M. = 0 hours  
12:30 P.M. to 4:30 P.M. = 4 hours  
Total straight time hours 8 hours  
= \$ 80.00  
(Overtime) 4:30 P.M. to 6:30 P.M. = 2 hours  
= \$ 30.00  
plus 25 cents shift additive = .50  
(Meal break) \* 6:30 P.M. to 7:00 P.M. = 0 hours  
(Overtime) 7:00 P.M. to 9:00 P.M. = 2 hours  
= \$ 30.00  
plus 25 cents shift additive = .50  
Total Pay \$ 141.00

Second Shift - Seven and one-half hours work for eight hours pay

Hours 9:00 P.M. to 1:00 A.M. = 4 hours  
(Lunch) 1:00 A.M. to 1:30 A.M. = 0 hours  
1:30 A.M. to 5:00 A.M. = 3 1/2 hours  
Total straight time hours 7 1/2 hours  
(8 hours pay) = \$ 80.00  
Plus 25 cents shift additive for work before 12:00 A.M.  
= .75  
(Overtime) 5:00 A.M. to 7:00 A.M. = 2 hours  
= 30.00  
Plus shift additive for hours worked after 12:00 A.M.  
= 3.00  
(Meal break) \* 7:00 A.M. to 7:30 A.M. = 0 hours  
(Overtime) 7:30 A.M. to 8:00 A.M. = 1/2 hour  
= 7.50  
Plus one-half hour shift additive = .25  
Total Pay \$ 121.50

\*Unpaid meal break. To provide more work time and a proportionate time spread between shifts, the meal break in either or both of the first or second shifts may be worked at the applicable overtime rate.

When working 11 or 12-hour shifts on hours worked between 4:30 P.M. and 12:00 A.M. a shift additive of 25 cents per hour will be paid; for all hours worked between 12:00 A.M. and 8:00 A.M. shift additive of 50 cents per hour shall be paid. Shift additives are to be added after all calculations for overtime and fringes.

Joseph R. La Rocca  
Impartial Secretary

Date: April 28, 1977

Location: Boston, Massachusetts

APPROVED

Re: NMAPC Meeting of 6-21-72  
NMAPC Meeting of 2-10-73  
NMAPC Meeting of 5-16-73

NMAPC Meeting of 9-12-73  
NMAPC Meeting of 6-27-74  
NMAPC Meeting of 4-28-77

**Resolution # 78**

**WHEREAS**, many thousand members of this International Association and millions upon millions of working men and women in the United States and Canada are unemployed today and too many have suffered a discouraging, prolonged period of unemployment brought about by high interest rates and other economic problems besetting both countries; and

**WHEREAS**, in addition to high interest rates, the growing encroachment of non-union competition and non-union element created by the popular expansion of double-breasted operations, has pushed the unemployment in the construction industry to a shocking percentage above the national average of any other industry; and

**WHEREAS**, Viable programs must be established to meet this non-union completion and insure survival of union contractors; and

**WHEREAS**, This International Association and its affiliated local unions must, once again, take the initiative in meeting these challenges on behalf of our members and to set an example for all building and construction trades unions; therefore

**BE IT RESOLVED**, That the delegates to this Convention go on record to urge all local unions that wherever it is necessary to combat the non-union element that they adopt the various addendums and Specialty Agreements designed by this International Association to combat the non-union element and to recoup work for our members by making union contractors more competitive; and

**BE IT FURTHER RESOLVED**, That the Local Union Business Managers be empowered to expand on said addendums and Specialty Agreements or to take whatever steps necessary, including additional flexible conditions on particular jobs sometimes known as "pin-pointing," to ensure that such work will be captured for our members; and

**BE IT FURTHER RESOLVED**, that local unions encourage their signatory contractors to cooperate fully on a local national level to achieve our goal for full employment for all members.

## Classified Worker Wage Sheet

**Effective May 22, 2017**

(Wages are based on a percentage of the Journeyman envelope hourly pay rate of \$33.73.)		45%	50%	55%	60%	65%	70%	75%
<b>Classified Envelope Hourly Pay Rate</b>		<b>\$15.18</b>	<b>\$16.87</b>	<b>\$18.55</b>	<b>\$20.24</b>	<b>\$21.92</b>	<b>\$23.61</b>	<b>\$25.30</b>
<b>Benefit Funds</b>	*****Worked/Paid	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Healthcare Fund	Worked	\$5.85	\$5.85	\$5.85	\$5.85	\$5.85	\$5.85	\$5.85
Local Pension Fund*	Paid	\$2.59	\$2.59	\$2.59	\$2.59	\$2.59	\$2.59	\$2.59
Annuity Fund	Paid	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
National Pension**	Paid	\$3.65	\$3.65	\$3.65	\$3.65	\$3.65	\$3.65	\$3.65
<b>Classified Total Fringe</b>		<b>\$12.84</b>	<b>\$12.84</b>	<b>\$12.84</b>	<b>\$12.84</b>	<b>\$12.84</b>	<b>\$12.84</b>	<b>\$12.84</b>
<b>Classified Total Package</b>		<b>\$28.02</b>	<b>\$29.71</b>	<b>\$31.39</b>	<b>\$33.08</b>	<b>\$34.76</b>	<b>\$36.45</b>	<b>\$38.14</b>
Sheet Metal Industry Fund	Worked	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34	\$0.34
<b>Contractor Total Cost</b>		<b>\$28.36</b>	<b>\$30.05</b>	<b>\$31.73</b>	<b>\$33.42</b>	<b>\$35.10</b>	<b>\$36.79</b>	<b>\$38.48</b>
<b>Employee Payroll Deductions</b>	Worked/Paid	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Working Assessment***	Paid	\$0.95	\$1.06	\$1.16	\$1.27	\$1.38	\$1.48	\$1.59
Vacation****	Paid	\$0.68	\$0.75	\$0.83	\$0.90	\$0.98	\$1.05	\$1.13

### Notes

\*The Local Pension Fund rate is 45% of the Journeyman contribution rate, currently \$5.75.

\*\*The National Pension Fund rate is 45% of the Journeyman contribution rate, currently \$7.71 and is comprised of the following funds.

National Pension Fund	\$3.47	ITI	\$0.12	NEMI	\$0.03
SMOHI	\$0.02	Scholarship Fund	\$0.01		

\*\*\*The Working Assessment deduction is based on their percentage of the Journeyman contribution rate, currently \$2.12.

\*\*\*\*The Vacation deduction is based on their percentage of the Journeyman contribution rate, currently \$1.50.

\*\*\*\*\*Funds based on hours Worked are paid at the hourly rate for all hours; funds based on hours Paid are weighted for overtime and double time, just as you would for wages.

No deductions or contributions for PAL, Youth to Youth, Buffalo Bldg. & Construction Trades, Market Recovery or JAC

JOURNEYMEN	1	3	4	5	6	7	8	9	10	11	12	13	14	15
APPRENTICES	1	1	2	2	2	3	3	3	4	4	4	5	5	5
UTILITY WORKER	1	1	1	1	1	1	2	2	2	2	2	2	2	2
CLASSIFIED WORKER	0	1	2	2	2	3	3	3	4	4	4	4	4	4

JOURNEYMEN	16	17	18	19	20	21	22	23	24	25	26	27	28	29
APPRENTICES	6	6	6	7	7	7	8	8	8	9	9	9	10	10
UTILITY WORKER	2	2	2	2	3	3	3	3	3	3	3	3	3	4
CLASSIFIED WORKER	4	4	4	4	4	5	5	5	5	5	5	5	5	5

JOURNEYMEN	30	31	32	33	34	35	36	37	38	39	40	41	42	43
APPRENTICES	10	11	11	11	12	12	12	13	13	13	14	14	14	15
UTILITY WORKER	4	4	4	4	4	4	4	4	5	5	5	5	5	5
CLASSIFIED WORKER	6	6	6	6	6	6	6	6	6	7	7	7	7	7

JOURNEYMEN	44	45	46	47	48	49	50	51	52	53	54	55	56	57
APPRENTICES	15	15	16	16	16	17	17	17	18	18	18	19	19	19
UTILITY WORKER	5	5	5	6	6	6	6	6	6	6	6	6	7	7
CLASSIFIED WORKER	7	7	7	7	8	8	8	8	8	8	8	8	8	9

JOURNEYMEN	58	59	60	61	62	63	64	65	66	67	68	69	70	71
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APPRENTICES	20	20	20	21	21	21	22	22	22	23	23	23	24	24
UTILITY WORKER	7	7	7	7	7	7	7	8	8	8	8	8	8	8
CLASSIFIED WORKER	9	9	9	9	9	9	9	9	10	10	10	10	10	10

JOURNEYMEN	72	73	74	75	76	77	78	79	80	81	82	83	84	85
APPRENTICES	24	25	25	25	26	26	26	27	27	27	28	28	28	29
UTILITY WORKER	8	8	9	9	9	9	9	9	9	9	9	10	10	10
CLASSIFIED WORKER	10	10	10	11	11	11	11	11	11	11	11	11	12	12