

STANDARD FORM OF UNION AGREEMENT

For

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

Covering

**Monroe, Wayne, Livingston, Ontario, Seneca, and Yates Counties in the
State of New York**

Between

**The International Association of Sheet Metal, Air, Rail & Transportation
Workers, Local Union 46**

&

Sheet Metal Contractors of SMACNA-Rochester, Inc.

April 29, 2024 through April 29, 2029



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STANDARD FORM OF UNION AGREEMENT

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

This Agreement is entered into on the 29th day of April, 2024 by and between the **Sheet Metal Contractors of SMACNA-Rochester, Inc.** of Rochester, New York hereinafter referred to as the Employer, and **The International Association of Sheet Metal, Air, Rail & Transportation Workers, Local Union 46** hereinafter referred to as the Union (or SMART or Local 46) for Livingston, Monroe, Ontario, Seneca, Wayne and Yates Counties in the State of New York.

Preamble:

The Employer(s) acknowledge(s) that the Union has submitted proof that the Union represents a majority of the members in the Multi-Employer Bargaining Unit described in this Collective Bargaining Agreement. As provided in section 9(a) of the Labor Management Relations Act, the Employer(s) voluntarily agree(s) to recognize and does hereby recognize the Union as the exclusive Collective Bargaining Agent for all members within the contractually described bargaining unit on all present and future job sites within the jurisdiction of the Union.

Any individual Employer that agrees to this Agreement specifically agrees that it thereby becomes a part of the Multi-Employer Bargaining Unit, whether or not it joins SMACNA-Rochester. Each individual Employer acknowledges that the Union has submitted proof that the Union represents a majority of the Employer's members in the bargaining unit described in this Collective Bargaining Agreement. As provided in Section 9(a) of the Labor Management Relations Act, the Employer voluntarily agrees to recognize and does hereby recognize the Union as the exclusive Collective Bargaining Agent for all members within the contractually described bargaining unit on all present and future job sites within the jurisdiction of the Union.

The Employer agrees that it will not request an NLRB election during the term of this Agreement and expressly waives any right it may have to do so.

ARTICLE 1 WORK JURISDICTION

Section 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the:

(a) Manufacture, fabrication, assembling, handling, erection, installation, dismantling, demolition, conditioning, adjustment, alteration, commissioning, repairing and servicing of all ferrous or non-ferrous metal work, duct work and all other materials used in lieu thereof and of all HVAC systems, airside kitchen equipment, metal surfaces, coolers, freezers, air handling systems, exhaust systems, fan assisted vacuum systems, all types of heat-pumps 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, adjusting, and balancing of all hydronic and air handling equipment, systems, and ductwork:

(d) The servicing, repair, inspection, maintenance, start-up, modification, adjustment and replacement necessary to make operative any heating, ventilating, air conditioning, food service, mechanical or refrigeration equipment and the installation, terminating, programming, configuration, inspecting, servicing, repairing, maintenance, duct cleaning, duct sealing, startup, modification and adjustments of all types of controls and control systems associated with this equipment, including, but not limited to, Direct Digital Control (DDC) Systems, electrical and sound equipment, and all other sheet metal work and equipment, mechanical or otherwise, in connection with or incidental to the proper installation and operation of said systems, and all duct connections to and from same:

(e) The fabrication, assembling, handling, erection, installation and dismantling of all metal, slate, clay and tile roofs and all exterior and interior sheet metal architectural systems:

(f) The preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from the original architectural and engineering drawings or sketches:

(g) All other work included in the jurisdictional claims of The International Association of Sheet Metal, Air, Rail & Transportation Workers Constitution.

ARTICLE 2 SUB-CONTRACTING OF WORK & SIDE 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.

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 sub-contracted 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.

Section 3. Any member who is observed practicing their trade for other than a signatory contractor of the Collective Bargaining Agreement in the geographic jurisdiction of the International Association of Sheet Metal, Air, Rail and Transportation Workers and in competition with a signatory contractor of the Collective Bargaining Agreement may be dismissed by the contractor for which they are currently working.

ARTICLE 3 PROVING WORK JURISDICTION

Section 1. The Employer agrees that none, but Journeyman and Apprentice Sheet Metal Workers shall be employed on any work described in Article 1 and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employers' letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. A list of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

ARTICLE 4 UNION TO FURNISH WORKERS

Section 1. The Union agrees to furnish upon request by the Employer duly qualified Journeymen and Apprentice Sheet Metal Workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. The parties agree that employment under this contract is temporary and/or project specific for the purposes of the Federal Warn Act and the NYS Warn Act.

ARTICLE 5 UNION MEMBERSHIP

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

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

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

Section 4. The Employer agrees to deduct a Union work assessment from each week's pay (shown in Appendix A or D) of those members who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the fifteenth (15th) day of each month, the Employer shall remit to the designated financial officer of the Union the amount of

deductions made for the prior month, together with a list of members and their Social Security numbers for whom such deductions have been made.

Section 5. Any full time Business Representatives of the Union, upon notification to the Employer, shall have the privilege of going through the shop or job site at all times, subject to security regulations, to examine the cards of its members and to transact legitimate business. They may not hold a meeting or general assembly on said job site location without the Employer's permission during working hours.

ARTICLE 6 COMMERCIAL WORK HOURS & HOLIDAYS

Section 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job site between six (6) AM and five thirty (5:30) PM and the regular working week shall begin with Monday and end 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. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular workweek of four (4) ten (10) hour days from Monday through Friday with Business Manager/Business Agent approval. Members shall be at the shop or project site at the scheduled starting time each day and shall remain until quitting time excluding unpaid lunch periods.

Overtime will be paid after eight (8) hours per day (excluding four (4) ten (10) hour days from Monday through Friday), for hours worked on Saturday up to ten (10) hours, and all Non-Scheduled emergency service work performed on Sundays shall be paid at one and one half (1½) times the regular rate of pay. Hours worked beyond ten (10) hours on Saturdays and any scheduled hours worked on Sundays and the holidays listed in Section 2 will be paid at the rate of two (2) times the regular rate of pay. This provision shall not be used to reduce a member's regular workday below those hours outlined above. Overtime pay shall include an Annuity Fund contribution at one & one-half (1½) times for overtime and two (2) times for double time. Annuity Fund contributions will be based on hours paid.

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the local Union and Employer on a job-by-job basis. The make-up hours shall be paid at the regular hourly rate of pay. Make-up days shall not include Sundays and Holidays (shown in Section 2 below).

Section 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be recognized as holidays. Celebrated holidays falling on Saturday will be observed on the previous Friday (and Saturday), those occurring on Sunday will be observed on the following Monday.

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

Section 4. Shift work and the pay and conditions therefore shall be only as provided in Addendum 2 attached to this Agreement. Energy conservation-Retrofit work performed outside the regular workday in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE 7 TRAVEL & BOARD

Section 1. Personal Vehicle – Inside or outside the SMART Local 46 Jurisdiction

(a) When the job site is inside the free zone OR inside the member's county of residence there shall be no travel compensation and the member shall be at the job site for all working hours.

(b) When the job site is outside the free zone AND outside the member's county of residence there shall be travel compensation at the current IRS mileage allowance rate. (i.e., cents per mile as determined by the Internal Revenue Service, Appendix A) and the member shall be at the free zone limits at starting & quitting time. If the Employer requires the member to be at the job site for the entire work shift then travel time to and from the free zone limits shall be paid as a stipend at straight time, without benefits.

(c) If the Employer transfers a member from one job site to another in the same day, the current IRS mileage allowance rate (i.e., cents per mile as determined by the Internal Revenue Service, Appendix A), shall apply for that member's personal vehicle and wages shall be compensated as outlined Article 6, Section 1.

Section 2. Company Vehicle - When transportation is provided by the Employer it shall be in a company owned vehicle or in a public conveyance. When such transportation is provided by the Employer the member shall report at the designated start time to the free zone limits or to the point where such transportation is to start within the free zone and shall be returned to the same point at the designated quitting time within the free zone. If the Employer wants the member at the point of origination of transportation or the free zone limits before the designated start time and/or return after the designated quitting time the member shall be paid as a stipend at straight time, without benefits. The designated time shall be defined as the beginning and end of a shift as outlined in Article 6 and Addendum 2.

Map provided as Appendix C: Travel will be compensated for time and mileage outside the free zone. Free zone counties are the member's own county of residence plus all of Livingston, Monroe, and Ontario Counties and the western part of Wayne County with Route 14 (both sides of the road) as the dividing line.

Section 3. Journeyperson and Apprentice 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 to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time. Company tools and equipment shall not be carried in personal vehicles.

Section 4. When board at the job site is required, the Employer shall pay for room and board, and each member shall receive \$70.00 per day for meals & incidentals. This expense shall be either on a five (5) day week, Monday through Friday basis, with a round trip transportation paid, or on a seven (7) day a week basis and transportation shall be paid at the start and completion of the job.

Section 5. When working outside the territorial jurisdiction of SMART Local 46 the expenses shall be as specified in Article 8, Section 6. Money for expenses shall be paid in advance. The parties intend travel pay to fairly compensate members for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area projects. If an Employer sends a member to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE 8 WAGE CONDITIONS

Section 1. The minimum rate of wages for Journeyperson and Apprentice Sheet Metal Workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be per hour (See Appendix A or D), except as hereinafter specified in Section 2 of this Article.

Section 2. On all work specified in Article 1 of this Agreement, fabricated and/or assembled by Journeypersons and/or Apprentices, within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local Union affiliated with SMART, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the members employed on such work in the home shop or sent to the job site.

Section 3. The provisions of Section 2 of this Article, Section 2 of Article 2 and Section 1 of Article 3 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 light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, and registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

Section 4. The provisions of Section 2 of this Article shall not be applicable to Air Pollution Control Systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, and ventilation systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of full ten foot (10') spiral pipe lengths and loose fittings (excluding sub-assembly and cut to fit spiral pipe), except when such a provision is contained in the local Union Agreement or Addendum to the SFUA.

Section 5. Except as provided in Sections 2 and 6 of this Article, the Employer agrees that Journeyperson and Apprentice Sheet Metal Workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

Section 6. When the Employer has any work specified in Article 1 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 SMART and qualified Sheet Metal Workers are available in such area, the Employer may send no more than two (2) Sheet Metal Workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional Sheet Metal Workers shall come from the area in which the work is to be performed. Journeyperson 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 members are sent into an area where there is no local SMART Agreement covering the area, then the minimum conditions of the home local Union shall apply.

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

Section 8. Welfare benefit contributions shall not be duplicated. When Sheet Metal Workers are employed temporarily outside the jurisdiction of their home local Union, the parties signatory to this Agreement agree to arrange through the Health & Welfare Trust Fund to transmit health and welfare contributions made on behalf of the members to the Health and Welfare Fund in the member's home local Union.

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

Section 9. Wages at the established rates specified herein (see Appendix A or D) shall be paid via check or direct deposit in the shop or on the job at or before quitting time on Thursday of each week and no more than four (4) days' pay shall be withheld. When a celebrated holiday falls on Thursday, payday shall be on Wednesday preceding the holiday. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be acceptable. An Employer who has employed

Journeypersons and Apprentices of this local Union for a period of one (1) year or more may pay by check, provided the check is a company payroll check. Employers will furnish each member weekly with their pay, a statement enumerating their hours worked, rate of pay, total earnings, and deductions.

The Union Office shall be notified not later than 3:00 PM on the day a member is to be laid off. All members when discharged shall be paid in full no later than the next electronic pay schedule but in no event shall the time between layoff and receipt of payroll be greater than five (5) business days.

Section 10. Members who report for work by the direction of the Employer or the Employer's representative and are not placed to work due to weather conditions, lack of material or lack of work, shall be entitled to two (2) hours pay including fringe benefits at the established rate.

Section 11. Each Employer covered by this Agreement shall employ at least one (1) Journeyperson Sheet Metal Worker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the Journeyperson Sheet Metal Worker.

Section 12. The Employer shall pay contributions as outlined in Appendix A or D for each hour worked on or after the effective date of this Agreement by each member of the Employer covered in Appendix A or D of this Agreement to the Joint Apprenticeship and Training Committee. Said money shall be used to cover all costs and expenses of the Joint Apprenticeship Program, the Tuition Refund Program and Journeypersons' Training Program. Payment shall be made monthly on or before the fifteenth (15th) day of the succeeding month to the Sheet Metal Workers 46 Fund Office.

Section 13. Administration and Safety Program (ASP). The Employer shall pay to the SMACIPP of Rochester, N.Y. (hereinafter referred to as ASP), amounts shown in Appendix A or D for each hour worked on or after the effective date of this Agreement by each member of the Employer covered in Appendix A or D of this Agreement. Future Increases shall be as listed in Article 14, Section 1 and all payments shall be made monthly on or before the fifteenth (15th) day of the succeeding month to the Sheet Metal Workers 46 Fund Office.

(a) Contributions provided for in Section 13 above benefit the Employers and members through the programs listed below and 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 employment opportunities for members. Such monies shall be used for its operation including the payment of jury duty per diem of \$70.00/day to all members of the Union as provided for in this Agreement. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b) The ASP Fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the ASP shall include in such a written report a statement attested to by a Certified Public

Accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information regarding ASP activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

(c) Grievances concerning use of ASP money to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under provisions of Article 10 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 ASP.

(d) The Union and Employer recognize that the contributions provided in Sections 13(a) of this Article support activities that benefit the entire Sheet Metal Industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement. Therefore, hours worked for purposes of determining the contributions required under Section 13 of this Article shall include all hours worked by each member of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written Addendum that is negotiated by the Contractors' Association and the local Union that are parties to this Agreement.

(e) As stated in Section 13(a) above and in an effort to promote programs of industry education, research and promotion, and to expand the market for the services of the Sheet Metal Industry and to promote, support and improve employment opportunities for members, the Union and the Employer agree to enlist in other Industry related organizations as deemed appropriate. To this end SMACNA Rochester (ASP) & SMART will contribute to (join through membership) Unicon Rochester and shall negotiate and pay said membership fees on an annual basis. Renewals shall be reviewed and approved by SMACNA Rochester and the Union.

Section 14. Effective as of the date of this Agreement the Employers shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (iTi) the amount shown in Appendix A or D for each hour worked by each member of the Employer covered by this Agreement. Payment shall be made on or before the fifteenth (15th) day of the succeeding month and shall be remitted as designated by the Trustees of the iTi, or for the purposes of collection and transmittal to Sheet Metal Workers International Training Institute.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, the amount shown in Appendix A or D for each hour worked by each member of the Employer covered by this Agreement. Payment shall be made on or before the fifteenth (15th) day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal to Sheet Metal Workers National Energy Management Institute Committee.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT) the amount shown in Appendix A or D for each hour worked by each member of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the fifteenth (15th) day of the succeeding month and shall be remitted as designated by

the Trustees of the Institute, or for purposes of collection and transmittal to Sheet Metal Occupational Health Institute Trust.

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

Section 15. In the event that the Employer becomes delinquent in making contributions to any National or Local Fund, the Union may withdraw all members from the service of the Employer within twenty (20) days' notice of such delinquency by the trust fund administrator. The withdrawal of such members from the service of the Employer shall not constitute a violation of any provision of this Agreement. Additional conditions outlined in Addendum 10 shall apply.

Section 16. The Employer shall comply with any bonding provisions governing local funds that may be established by the Trustees of the local trust funds. The Employer shall likewise comply with the bonding requirements outlined in Addendum 10 Section 3 as well as those established by the Trustees of the various National Funds.

(a) When an Employer is performing any work specified in Article 1 of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local Union affiliated with The International Association of Sheet Metal, Air, Rail & Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contributions that may be required to Local and National Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to Local and National Funds.

(b) An Employer that has been delinquent in making contributions to any National or Local Fund shall, upon written notification of the Trustees or local Union, make the specified payment to such fund at weekly or bi-weekly intervals. Such an obligation shall continue until the Employer has not been delinquent in making contributions for a minimum period of six (6) months.

ARTICLE 9 HAND TOOLS

Journeyman and Apprentice Sheet Metal Workers covered by this Agreement shall provide for themselves all necessary hand tools. (See Appendix B).

ARTICLE 10 GRIEVANCE PROCEDURE

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

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

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

Section 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. 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 (see Addendum 7).

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed as 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-Chairperson of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairperson of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* (All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956 or 4201 Lafayette Center Drive, Chantilly, VA 20151-1219). Notice of Appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal unless such time is extended by mutual agreement of the panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

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

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

Section 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20151-1219 or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209).

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

Section 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

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

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

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

If the Co-Chairperson of the National Joint Adjustment Board believes 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-Chairperson of the National Joint Adjustment Board shall be promptly so notified without recommendation from the panel representatives. Should the Co-Chairperson of the National Joint Adjustment Board fail or decline to appoint a panel member or should notice of failure of the panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairperson of the National Joint Adjustment Board may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such 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 an 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-Chairperson of the National Joint Adjustment Board shall have the right to designate time

limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

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

Section 9. Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for the costs of arbitration under the provisions of Article 10.

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

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

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

ARTICLE 11 APPRENTICESHIP

Section 1. All duly qualified Apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee (JATC) composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said JATC shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified Apprentices and the operation of an adequate Apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

Section 2. The JATC Trust Fund designated herein shall serve for the life of this Agreement except that vacancies in said JATC 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 JATC.

(a) The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs that will then be supervised by the JATC.

Section 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any local JATC will not be used to train Apprentices or Journeypersons who will be employed by Employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a local JATC. Therefore, the Trustees of the International Training Institute and local JATC shall adopt and implement an Education Loan Agreement Program which will require Apprentices and Journeypersons employed by Signatory Employers to repay the cost of training either by service following training within the Union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and local JATC materials, facilities and personnel utilized in training. If a local JATC does not implement the Education Loan Agreement, the local JATC shall be prohibited from utilizing International Training Institute materials and programs.

Section 4. An Employer will not be entitled to a new Apprentice if the Employer has an Apprentice on layoff for lack of work.

Section 5. All applicants for Apprenticeship shall be at least eighteen (18) years of age pursuant to New York State Labor Laws (See Article 13). Each Apprentice shall serve an Apprenticeship of up to five (5) years and such Apprentices shall not be in charge of work on any job and shall work under the supervision of a Journeyperson until Apprenticeship terms have been completed and they have qualified as a Journeyperson. Apprentices may perform all work covered by Article 1 of this Agreement, of which they are capable.

Section 6. A graduated wage scale for Apprentices shall be established and maintained on a percentage basis of the established total package of Journeyperson Sheet Metal Workers pursuant to Addendum 1 Sections 1 and 2 and Appendix A of this Agreement which includes Apprentices' fringe contributions. Remittances will be made in accordance with the provisions of Addendum 10.

<i>Apprentice Percentages of Journeyperson Total Package per 12-Month Period</i>					
Period	1	2	3	4	5
	44%	53%	61%	69%	81%

A minimum of \$ 0.25 of each years' increase will go to Apprentice wages.

Section 7. The parties recognize that previous experience in the industry can be considered when evaluating and placing Sheet Metal Workers into the Apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing members into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

Section 8. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for Sheet Metal Journeypersons.

Section 9. The Union may establish a Youth-to-Youth program or establish and/or partner with a Career and Technology Education (CTE) type 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 12 LABOR MANAGEMENT RELATIONS

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

ARTICLE 13 NON- DISCRIMINATION

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

ARTICLE 14 CONTRACT LENGTH & WAGE CHANGE

Section 1. This Agreement and Addenda numbers one (1) through fifteen (15) and Appendices A through E attached hereto shall become effective on the 29th day of April, 2024, and remain in full force and effect until the 29th day of April, 2029 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article 10, 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 10, Section 8 have been otherwise completed.

Changes to the wage/package will occur on the closest Monday to the calendar date of the change. If the calendar date falls on a Monday, Tuesday or Wednesday, the wage change will become effective on that Monday. If the calendar date falls on a Thursday, Friday, Saturday or Sunday, the wage change shall become effective on the following Monday and that respective Monday's date will be written into the contract as the wage change date for that year(s) only (See Appendix A). Any amount of increase due may be added to the contribution to any existing funds and will be deducted from the total wage package. Notification of a change in contribution rate will be given to the Employers not later than one month prior to the period starting dates.

April 29, 2024 to May 4, 2025	+ \$5.00 = \$69.83 includes 1 dollar to NYS PSL
May 5, 2025 to May 3, 2026	+ \$2.41 = \$72.24
May 4, 2026 to May 2, 2027	+ \$2.52 = \$74.76 includes 1 cent to ASP Fund
May 3, 2027 to April 30, 2028	+ \$2.57 = \$77.33 includes 1 cent to ASP Fund
May 1, 2028 to April 29, 2029	+ \$2.65 = \$79.98 includes 1 cent to ASP Fund

Section 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article 10, Section 8 of this Agreement.

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

Section 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement, or during the term of any extension, modification, or amendment to this Agreement.

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

ADDENDUM 1 Fringe Benefits

Section 1. Each Employer agrees to contribute to the Sheet Metal Workers Local 46 Pension, Health & Welfare, and Annuity Fund, and to the Sheet Metal Workers' National Pension Fund Plan A, the sums of money as listed in Appendix A. Remittance will be made to the Sheet Metal Workers Local 46 Fund Office or, in the case of National Funds to the Sheet Metal Workers' National Benefit Funds, in compliance with the provisions of Article 8 and Addendum 10.

Section 2. Vacation Fund and Paid Sick Leave:

Vacation Fund.

(a) The Employer shall deduct weekly from the wages of each Commercial Journeyperson one dollar twenty-five cents (\$1.25) per hour worked throughout this Agreement. The money deducted will be sent by the Employer to the Sheet Metal Workers Local 46 Fund Office in compliance with the provisions of Addendum 10.

Paid Sick Leave.

(b) The Employer shall pay and deduct additional wages weekly from each Commercial and Residential Journeyperson one dollar (\$1.00) per hour worked or the applicable bargained percentage of any other members wage classification, for the first year of this Agreement. The additional wage will increase each year (see below) of this Agreement. The money deducted will be sent by the Employer to the Sheet Metal Workers Local 46 Fund Office in compliance with the provisions of Addendum 10.

The parties agree that this additional wage payment is to provide a comparable benefit as required under New York Labor Law, Chapter 31, Article 6 Section 196-b (New York State Paid Sick Leave Law). The Employer agrees to allow members to take time off without retaliation.

The parties agree that in the event the New York State Department of Labor finds that all or part of the provisions governing Paid Sick Leave under this Agreement do not satisfy the law, the parties agree to meet and negotiate language that does constitute a comparable benefit under the New York State Paid Sick Leave Law.

May 5, 2025 to May 3, 2026	+ \$0.05
May 4, 2026 to May 2, 2027	+ \$0.06
May 3, 2027 to April 30, 2028	+ \$0.08
May 1, 2028 to April 29, 2029	+ \$0.10

Section 3. Employers of Labor Trustees shall be reimbursed at the rate of \$100.00 per hour for time spent at SMART Local 46 Trust Fund Meetings.

Section 4. The Agreements and Declarations of Trust of the Sheet Metal Workers Local 46 Pension, Health & Welfare (includes HRA), Annuity Funds, and any future negotiated benefits, shall be considered a part of this Agreement in the same manner as if fully herein.

(a) Pension Fund and Health & Welfare Fund (includes HRA) contributions will be based on hours worked.

(b) Annuity Fund contributions will be based on hours paid.

Section 5. By the execution of the Agreement all Employers authorize the Association which is a party hereto to designate the Employer Trustees under such Trust Agreements, hereby waiving all notices thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority as set forth in the respective Trust Agreements.

Section 6. Employers agree to furnish such information as may be necessary concerning their members as will enable the Trustees to carry out their duty to furnish adequate benefits for members.

Section 7. Each Employer agrees to contribute to the Sheet Metal Workers' National Pension Fund Plan A, (herein after referred to as NPF) the sums of money as listed in Appendix A and Appendix E of this Agreement. Each Employer and the Local Union recognize that, during the term of this Agreement the Sheet Metal Workers' National Pension Fund will notify the parties to this Agreement as to the NPF's "status" as indicated under the rules of the Pension Protection Act of 2006 (PPA 06). The parties further recognize that the NPF has adopted a rehabilitation plan incorporating alternative schedules of benefits and/or required contributions during the term of this Agreement.

The Parties to this Agreement have adopted the NPF's 2 Alternative Schedule Number One and the Employer agrees to contribute to the NPF in such amounts and at such times as are set forth in the Alternative Schedule, which the parties have attached hereto as Appendix E. The Alternative Schedule and the Fund's Trust Document are incorporated into, and form part of, this Agreement. The Employer will increase their NPF contribution rate on or before the date, and in the amount required in the Alternative Schedule. The parties further agree that this funding schedule will be deemed to be adopted automatically if, in accordance with this Agreement, the local Union allocates or re-allocates a portion of the wage and fringe-benefit package that is sufficient to cover the increases in contribution rates to the NPF required under the attached alternative schedule (Appendix E).

The parties further agree that they will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or the Funding Improvement Plan of which the schedule is a part, as modified or amended from time to time.

ADDENDUM 2 Shift Work

When elected by the contractor, or mandated by the customer, multiple shifts of eight (8) hours for at least five (5) days duration may be worked as below.

Section 1. Shift work may be scheduled at the option of the Employer provided it is scheduled for a minimum of five (5) consecutive workdays. The workweek shall start with the third shift on Monday at 12:00 AM and end with the conclusion of the second shift on the 5th day, unless no third shift is scheduled, in which case the workweek will start with the day shift on Monday. The Employer may commence shift work operations on any day during the workweek but must continue such shift work for a period of not less than five (5) regular workdays. The second shift shall start not later than 6:00 PM.

Shift work to be as follows:

- a) 1st shift – 8:00 AM through 4:30 PM. (See Article 6, Section 1)
- b) 2nd shift – 4:00 PM through 12:30 AM (+14%)
- c) 3rd shift – 12:00 AM through 8:30 AM (+20%)
- d) There shall be one-half hour meal break without pay after four hours worked on all shift work.

Section 2. A minimum of five (5) hours must be worked within a given shift for a total of eight (8) hours worked to receive shift rate in Section 3. If the minimum requirement is not met, all other hours shall be paid at time and one-half.

Section 3. The second shift shall be paid the base rate plus fourteen (14%) percent of that rate; and the third shift shall be paid the base rate plus twenty (20%) percent of that rate.

Section 4. The first or day shift shall work the regular hours provided for in this Agreement and shall receive the regular rate of pay for all hours worked. The second and third shifts shall work eight (8) hours on the job. Work in excess of the eight (8) hours worked, stipulated for each shift, except as provided in Article 6, Section 1, shall be paid at time and one-half.

ADDENDUM 3 Commercial Service Work Addendum

Section 1. Scope of Work: This Commercial Service Work Addendum shall apply to the rates of pay and conditions of employment for all members working for the Employer engaged in but not limited to the servicing, repair, inspection, maintenance, start-up, modification, adjustment and replacement necessary to make operative any heating, ventilating, air conditioning, food service, mechanical or refrigeration equipment and the installation, start-up, servicing, repair, inspection and maintenance of all types of controls and control systems associated with this equipment.

Section 2. On Call/Standby.

(a) "On Call" Duty may be performed by all qualified members. On Call shall be defined as being scheduled to be available to work, after the normal working hours as outlined in Article 6, on short notice, and to perform service or installation work at any time a scheduled or unscheduled call might occur.

(b) "On Call Cycle": No member shall be required to be On Call for more than eight (8) consecutive twenty-four (24) hour days. The members shall have, at a minimum, as many consecutive days Off Call as they were On Call. No member shall be required to be On Call for more than ten (10) weekdays and two (2) weekends in any 30-day period.

(c) "On Call Pay": When a member is required to be On Call, they shall receive per diem in the amount of \$30.00 per scheduled day, Monday through Friday and \$40.00 per scheduled day Saturday and Sunday. If the On Call member is called upon to perform service work during an After-Hours service call, the "On-Call Pay" shall be in addition to any time worked. On Call service time worked shall be computed (Portal to Portal) from the time the member leaves their home

until the time the member returns to their home. On Call Pay only applies when being scheduled to be On Call for a defined period.

Section 4. Service Apprentices shall work under the supervision of a Service Journeyperson at all times including ON CALL. Apprentices that are below the 5th year period and On Call will need to be mutually agreed upon by the local Union and the Employer.

Section 5. Service members may be required to demonstrate their proficiency through certifications. Service members that are required to take trade-related proficiency exams, training and certifications approved by the local Union shall be compensated at their base rate of pay, excluding Apprenticeship obligations.

Section 6. Tools, Travel and Uniforms.

(a) All members reflect directly upon the image of their Employers and must recognize the need to maintain a neat and clean appearance. Should an Employer require uniforms or other specialized clothing the Employer shall provide such items.

(b) Members who drive company vehicles shall be required to possess a current and valid driver's license. Pursuant to company policy the Employer may make this a condition of employment. The Employer shall have the right to check the status of the members' driving record at the Employer's expense. All Employer rules and regulations shall be consistent with their own companywide driving and safety policies.

(c) The Employer may provide a vehicle from which the member shall perform such duties as may be required. When provided, the Employer shall also provide for all expenses related to the proper maintenance and operation of said vehicle. The members shall keep the vehicle in clean condition and good working order and shall immediately notify the Employer when said vehicle needs repair or maintenance. All repairs and maintenance shall be done during normal working hours, including drop off and pick up. When a company owned vehicle is not provided the members shall be responsible for providing their own transportation from home to the job site and from the job site to home at the end of the day. All other mileage incurred shall be reimbursed at the current IRS auto mileage allowance. The members shall only transport their own hand tools in their own vehicle. Company materials, equipment, ladders, power tools, specialized tools or instrumentation shall not be carried in personal vehicles.

(d) Members shall provide all basic hand tools pursuant to Appendix B of this Agreement. The Employer shall provide all other tools including, but not limited to, all power tools and power extension cords, all instrumentation and measurement tools including electrical meters, pressure and temperature meters, all safety devices and equipment, all computers and accessories, cell phones and facsimile machines and all other equipment as may be required.

Section 7. No Strike or Lockout: There shall be no cessation of service work during a strike or lockout. Any increase in wages and benefits shall be paid retroactively to the date of the contract's expiration.

ADDENDUM 4 Foreperson's Clause

On all jobs within the jurisdiction of SMART Local 46, Forepersons, General Forepersons, and Job Superintendents shall be paid a percentage over Journeyperson base rate for leading the number of workers shown on the following chart:

Number of Workers	Foreperson 8%	Gen Foreperson 11%	Superintendent 16%	Total # of Leaders
-----Field Foreperson -----				
3 – 6	1			1
7 – 12	1	1		2
13 – 22	1	1	1	3
Over 22	1/every 8	1	1	3+
-----Shop Foreperson -----				
1 – 4		1		1
5 – 14			1	1
15 – 29	1		1	2
Over 29	2		1	3

Dollar values of the percentages shown are itemized in Appendix A. All Forepersons, General Forepersons and Superintendents will be members of SMART Local 46 in good standing. All Forepersons and Superintendents will be required to have completed an OSHA 30 Hour training course.

ADDENDUM 5 Shanty, Rain Gear & Safety

Section 1. If there is not a suitable place on the project for members to change clothes or eat lunch, same shall be provided by Employer.

Section 2. Rain Gear: The Employer agrees, when members are required to work in foul weather, the Employer shall provide rain gear.

Section 3. The Employer shall provide all safety equipment and all personal protective equipment as may be required pursuant to OSHA regulations or job specific requirements.

All members of SMART Local 46 and all signatory contractors agree to implement and abide by the current edition of the ITI Sheet Metal Safety Handbook.

ADDENDUM 6 Hiring

Section 1. The Employer being desirous of having in its employ fully qualified workers to engage in the sheet metal work defined or described in Article 1 of the Standard Form of Union Agreement, of which this is a part, acknowledges that the Union is one source of obtaining such workers in the event there are some available.

Section 2. The Employer agrees to notify the Union when workers are required, and the Union may refer workers to the Employer when so notified, pursuant to Article 5, Section 1 of this Agreement. This provision shall not in any way curtail or affect the Employer's right to hire or discharge any members unless the worker is a Union steward.

This Addendum #6 is subject to the following provisions:

- Union referrals will be made on a non-discriminatory basis without regard to Union membership or lack of membership.
- The Employer retains the right to reject any applicant referred by the Union.
- All provisions relating to hiring arrangements will be posted where notices to members and applicants for employment customarily are posted; see Article 3.

Section 3. The Employer may provide at its own expense all necessary Employer-related orientation, training, company specific certifications or other company mandates during the member's normal and compensated workday. The Union shall provide through the JATC all basic safety training including OSHA 10, OSHA 30, Cranes & Derricks, Lead Awareness, Asbestos Awareness, and other programs that the JATC may deem necessary.

ADDENDUM 7 LJOB Members

Three members from each party shall constitute the board and each party shall select its own representatives. The Business Manager of SMART Local 46 and the Executive Director of SMACNA Rochester shall be a member of the LJOB unless a conflict of interest exists.

ADDENDUM 8 Favored Nation

Section 1. Should the Union at any time hereafter enter into an Agreement with any Employer performing work covered by the terms of this Agreement with terms and conditions more advantageous to such Employer or Employers, or should the Union, in the case of any Employer who is bound to this form of Agreement countenance a course of conduct by such Employer enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, the Employers, party to this Agreement, shall be privileged to adopt such advantageous terms and conditions provided to the Employer or Employers, provided the Association has sent written notice to the Union calling the matter to its attention.

Section 2. The parties hereto may at their discretion, and when local conditions or individual job conditions warrant such action, mutually agree to adjust any term or condition of this contract during its term.

ADDENDUM 9 Contractor Insurance

Section 1. It is agreed that Employers not eligible to pay by check under Article 8, Section 9, must carry insurance complying with the minimum requirements of the New York State Disability and Benefits Law, except that such requirements shall have eliminated the thirty (30) days waiting period for newly covered Employers, and the Welfare Plan now in effect. Employers must file

proof of such insurance with SMART Local 46 Union office, before beginning work within the jurisdiction of SMART Local 46.

ADDENDUM 10 Delinquency Provisions & Bonding

Section 1. All payments to the Fund, as designated in Appendix A or D, must be received at the place designated by the Trustees, on or before the fifteenth (15th) of the month following the month during which hours are worked and for which contributions are required. See also Article 8, Sections 14 through 16.

Section 2. Delinquent Contributions.

(a) If no payment has been received by the Funds office on or before the fifteenth (15th) day of the month following the month during which hours are worked and for which contributions are required, the Funds office shall notify such Employer that their contributions are late. A copy of such notification is to be forwarded to counsels for the Funds, SMACNA Rochester, and to the SMART Local 46 Business Manager. The notification shall also state that unless the contributions are received by the thirtieth (30th) of the month, interest, liquidated damages of 10%, auditing fees, costs, and any attorney's and paralegal fees and costs shall be due, in addition to the delinquent contributions, that the Fund will not waive any of these additional moneys and that Fund Counsels will be commencing legal proceedings to recover the contributions owing and the additional moneys.

(b) If no payment has been received by the Funds on or before the thirtieth (30th) of the month following the month during which hours are worked and for which contributions are required, the Employer shall be assessed liquidated damages in the amount of 10% of the contributions owing, and interest shall be charged from the date on which the contributions were due at the rate of 2% per month. Collections proceedings shall be commenced by Fund Counsel, seeking the moneys set forth in (a) and (b) above, unless counsel is advised by the Fund that the delinquent contributions and the additional moneys set out in (a) and (b) above were received by the thirtieth (30th) of the month.

Section 3. Bonding.

(a) Employers who have not had two (2) years of covered employment requiring payment of contributions to the SMART Local 46 Funds and those Employers who have not had timely remitted fringe benefit contributions to the SMART Local 46 Funds for a consecutive two (2) year period shall be required to post a single bond. The surety bond must be executed by the Employer and a corporate surety company licensed to do business in the State of New York. Such bond shall name the Funds as obligee. Every Employer who is required to post a bond shall deliver to the fund office such surety bond in a form approved by the fund office. A copy of the bond shall be furnished to the Union. In lieu of the bond, the Funds, in the discretion of the Trustees, or the Union may require such Employer to pay a cash deposit to be held in escrow by the Funds to cover unpaid contributions due and owing.

(b) The Union Business Manager shall calculate and secure the bond or cash deposit. The amount of the bond or cash shall be based on the estimated number of workers to be employed

and the estimated duration of the job(s). The amount shall be based on a calculation of the hourly cost of the fringe benefit package multiplied by the projected work hours for a two (2) month period or the length of the job, whichever is less.

ADDENDUM 11 Union Stewards

There shall be two types of Union Stewards: Shop Stewards and Job Site Stewards.

Section 1. Shop Stewards

(a) One Shop Steward will be appointed in each shop by a SMART Local 46 Business Representative from those members working for that Employer. The Employer shall be promptly notified of such appointment in writing. The Shop Steward shall be a working steward and shall perform the duties of a Journeyperson Sheet Metal Worker. The Shop Steward must notify a SMART Local 46 Representative if they are transferred to the field for any reason. If it becomes necessary, the SMART Local 46 Business Manager/Agent may appoint a temporary Shop Steward until the regular Shop Steward returns.

(b) Other than the Foreperson, the Shop Steward, if qualified to perform the available work, shall be the last person laid off.

(c) The Shop Steward shall not be discriminated against in any manner by the Employer because of their activities on behalf of the Union or discharged or transferred for Union activity. If, in fact, any of the aforementioned occurs, the Union may, within forty-eight (48) hours refer the matter to the Local Joint Adjustment Board; if not settled there, then the Union may continue its grievance according to the procedures set forth in Article 10 of this Agreement.

(d) The Shop Steward shall have no authority to stop any work.

(e) When any job requires overtime, then the Shop Steward, if qualified to perform the work, shall be included in this work.

(f) The Employer must notify the Union at least forty-eight (48) hours before the lay-off of the Shop Steward. The Shop Steward shall be the first person other than the Foreperson to return to work to the same shop if qualified, after a layoff or temporary interruption of work, which consists of less than (30) regular workdays, unless the Shop Steward is elsewhere employed at the time work resumes.

(g) The Shop Steward's duties will consist of attending Union meetings, giving a report on jobs being performed by their shop, the locations of these jobs, checking dues receipts of members in the shop and introducing themselves to all new members hired to that shop. The Shop Steward should be knowledgeable in areas concerning overtime pay, travel pay, jury duty pay, etc.

(h) The Shop Steward shall be responsible for Union Labels provided by SMART Local 46 and keep a record of all jobs these numbered labels are attached to. These records shall be given to the SMART Local 46 Business Representative each month at the regularly scheduled Union meeting. The Shop Steward shall report any violations of this contract Agreement to the SMART Local 46 Business Representative immediately.

- (i) The Shop Steward shall report to the office of the Union all requests of the Employer for overtime work and the names of Journeypersons and Apprentices working overtime.
- (j) All new members reporting for work at the shop shall report to the Shop Steward before starting work.
- (k) Shop Steward appointments are valid for one year and must be renewed in writing by the Union.

Section 2. **Job Site Stewards**

- (a) One Job Site Steward may be appointed in the same manner for each job site where more than four (4) Sheet Metal Workers are employed. The Employer shall be promptly notified of such appointment.
- (b) Other than the Foreperson, each Job Site Steward, if qualified to perform the work, shall be the last person to be laid off.
- (c) The Job Site Steward shall not be discriminated against in any manner by the Employer because of their activities on behalf of the Union or discharged or transferred for Union activity. If, in fact, any of the aforementioned occurs, the Union may, within forty-eight (48) hours refer the matter to the Local Joint Adjustment Board; if not settled there, then the Union may continue its grievance according to the procedures set forth in Article 10 of this Agreement.
- (d) No Job Site Steward shall have the authority to stop any work.
- (e) When any job requires overtime, then the Job Site Steward, if qualified to perform the work, shall be included in this work.
- (f) The Employer must notify the Union at least forty-eight (48) hours before the lay-off of the Job Site Steward. The Job Site Steward shall be the first person other than the Foreperson to return to work to the same job site if qualified, after a layoff or temporary interruption of work, which consists of less than thirty (30) regular workdays, unless the Job Site Steward is elsewhere employed at the time work resumes.
- (g) The duties of the Job Site Steward will be to represent the Union in matters relating to Trade Jurisdiction where another trade(s) is performing or about to perform work which they believe to be within the Trade Jurisdiction of the Sheet Metal, Air, Rail & Transportation Workers Union. The Job Site Steward's responsibilities shall be limited to reporting the matter to the SMART Local 46 Representative by telephone and to the Employer(s) or their representative(s). The SMART Local 46 Business Representative and, if necessary, the Employer representative(s), will meet immediately to resolve the matter with a representative of the trade(s) involved.
- (h) The Job Site Steward shall report to the office of the Union all requests of the Employer for overtime work and the names of Journeypersons and Apprentices working overtime.

- (i) All new members reporting for work on the job site shall report to the Job Site Steward before starting work.

Section 3. Bulletin boards shall be made available by the Company for the exclusive use of the Union for posting of Union notices.

ADDENDUM 12 Substance Abuse

Section 1. Drug testing may be implemented for a work crew directly involved in an accident involving personal or property damage. In this case the members of the crew will be paid by the Employer for time lost in taking the drug test. In the event of "for cause" testing, failure to produce a clean test will result in immediate termination.

Section 2. The Employer may conduct random drug testing to comply with project requirements or company safety policies. Company policies must include all field (or shop) workers. If a member fails a drug test they may be laid off. Pending completion of a member's assistance program and/or a clean drug test they may be re-hired. Failure to enroll in an EAP program or produce a clean drug test may result in termination. Whenever a layoff or termination occurs as outlined above, the Employer shall complete a SMART Code of Excellence "Notice of Termination" and submit it to the Union within 24 hours of termination. Except for Apprentices tested through the JATC policies the Employer assumes all responsibility for worker testing.

Section 3. Apprentice Drug Testing: Drug testing will be implemented as deemed legal and will fall under the direction of the JATC. As a minimum, drug tests will be mandatory for Apprentice applicants and Apprentice graduates. Apprentices are also subject to Section 1 and Section 2 above.

Section 4. Refusal to take a drug test or failure to show up for a scheduled test is cause for termination.

ADDENDUM 13 Letters of Assignment

The Sheet Metal contractors covered by this Agreement shall submit a letter of assignment as soon as practical on all jobs, on new construction or remodeling, including work in occupied buildings; the form shall be supplied by the Union. The form shall contain a date, the name of the contractor, the location of the job, and a general description of the work to be performed.

ADDENDUM 14 Sketchers Stamp

No Sheet Metal Workers will work from any field sketches, drawings or blueprints that do not bear a SMART Local Union 46 Sketchers Seal, or a Number and Name of a member. This provision does not include original architectural and engineering sketches, drawings and blueprints prepared for or by the customer or management which need not bear the SMART Local Union 46 Sketchers Seal.

ADDENDUM 15 Residential Sheet Metal Work

Section 1. This Residential Sheet Metal Work Addendum covers the rates of pay, rules and working conditions of all members working for the Employer, hereinafter referred to as Residential Sheet Metal Workers, engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences including all gutters, downspouts, soffits, siding and similar work and all other work within the Employer's construction contract on such residences.

Section 2. Residential Sheet Metal Work shall be further defined as applying to work on any single-family dwelling or multiple family housing unit which multiple family housing unit has not more than three (3) stories of living space plus a basement and additional locations as agreed to by the parties.

Section 3.

(a) The Employer agrees that none, but Residential Sheet Metal Workers shall be employed on any work covered by this Addendum, provided however, that Commercial Building Trades members may be employed on residential work specified in this Residential Sheet Metal Work Addendum under the following conditions:

1. There are no Residential Sheet Metal Workers available from the local Union.
2. There is prior approval by the local Union's Business Manager.
3. Commercial Building Trades members freely decide to accept such employment at the Residential Sheet Metal Workers rate (see Appendix D).

(b) In the event the Employer is entitled to a Residential Sheet Metal Worker and has made a request to the Union, the Union shall provide said worker within 5 days of such request. In the event the Union is unable to comply with the Employer's request to furnish a Residential Sheet Metal Worker, the Employer may hire such workers and refer them to SMART Local 46 for membership.

Section 4. RESIDENTIAL WORK HOURS & HOLIDAYS

The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) AM and five thirty (5:30) PM and the regular working week shall begin with Monday and end 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. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular workweek of four (4) ten (10) hour days from Monday through Friday with Business Manager/Business Agent approval. Members shall be at the shop or project site at the scheduled starting time each day and shall remain until quitting time excluding unpaid lunch periods.

Overtime will be paid after eight (8) hours per day (excluding four (4) ten (10) hour days from Monday through Friday), for hours worked on Saturday up to ten (10) hours, and all Non-Scheduled emergency service work performed on Sundays shall be paid at one and one half (1½) times the regular rate of pay. Hours worked beyond ten (10) hours on Saturdays and any

scheduled hours worked on Sundays and the holidays listed in Addendum 15, Section 6 will be paid at the rate of two (2) times the regular rate of pay. This provision shall not be used to reduce a member's regular workday below those hours outlined above. Overtime pay shall include an Annuity Fund contribution at one & one-half (1½) times for overtime and two (2) times for double time. Annuity Fund contributions will be based on hours paid.

A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the local Union and Employer on a job-by-job basis. The make-up hours shall be paid at the regular hourly rate of pay. Make-up days shall not include Sundays and Holidays (shown in Section 6 below).

Section 5. It is agreed that all work performed outside of regular working hours during the regular workweek and on holidays shall be performed only upon notification by the Employer to the local Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to members on the job on a rotation basis to equalize such work as much as possible.

Section 6. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be recognized as holidays. Celebrated holidays falling on Saturday will be observed on the previous Friday (and Saturday), those occurring on Sunday will be observed on the following Monday.

Section 7. On Call/Standby.

(a) "On Call" Duty may be performed by all qualified members. On Call shall be defined as being scheduled to be available to work, after the normal working hours as outlined in Addendum 15, Section 4, on short notice, and to perform service or installation work at any time a scheduled or unscheduled call might occur.

(b) "On Call Cycle": No member shall be required to be On Call for more than eight (8) consecutive twenty-four (24) hour days and the members shall have, at a minimum, as many consecutive days Off Call as they were On Call. No member shall be required to be On Call for more than ten (10) weekdays and two (2) weekends in any 30-day period.

(c) "On Call Pay": When a member is required to be On Call, they shall receive per diem in the amount of \$30.00 per scheduled day, Monday through Friday and \$40.00 per scheduled day Saturday and Sunday. If the On Call member is called upon to perform service work during an After-Hours service call, the "On Call Pay" shall be in addition to any time worked. On Call service time worked shall be computed (Portal to Portal) from the time the member leaves their home until the time the member returns to their home. On Call Pay only applies when being scheduled to be On Call for a defined period.

Section 8. Residential Apprentices shall work under the supervision of a Residential Journeyman at all times including ON CALL.

Section 9. Residential members may be required to demonstrate their proficiency through certifications. Residential members that are required to take trade-related proficiency exams,

training and certifications approved by the local Union shall be compensated at their base rate of pay, excluding Apprenticeship obligations.

Section 10. Tools, Travel and Uniforms.

(a) All members reflect directly upon the image of their Employers and must recognize the need to maintain a neat and clean appearance. Should an Employer require uniforms or other specialized clothing the Employer shall provide such items.

(b) Members who drive company vehicles shall be required to possess a current and valid driver's license. Pursuant to company policy the Employer may make this a condition of employment. The Employer shall have the right to check the status of the members' driving record at the Employer's expense. All Employer rules and regulations shall be consistent with their own companywide driving and safety policies.

(c) The Employer may provide a vehicle from which the member shall perform such duties as may be required. When provided, the Employer shall also provide for all expenses related to the proper maintenance and operation of said vehicle. The members shall keep the vehicle in clean condition and good working order and shall immediately notify the Employer when said vehicle needs repair or maintenance. All repairs and maintenance shall be done during normal working hours, including drop off and pick up. When a company owned vehicle is not provided the members shall be responsible for providing their own transportation from home to the job site and from the job site to home at the end of the day. All other mileage incurred shall be reimbursed at the current IRS auto mileage allowance. The members shall only transport their own hand tools in their own vehicle. Company materials, equipment, ladders, power tools, specialized tools or instrumentation shall not be carried in personal vehicles.

(d) Members shall provide all basic hand tools pursuant to Appendix B of this Agreement. The Employer shall provide all other tools including, but not limited to, all power tools and power extension cords, all instrumentation and measurement tools including electrical meters, pressure and temperature meters, all safety devices and equipment, all computers and accessories, cell phones and facsimile machines and all other equipment as may be required.

Section 11. The minimum hourly wage rate for Residential Sheet Metal Workers shall be as outlined in Appendix D of this Agreement.

(a) Upon successful completion of a four (4) year Residential Apprenticeship, Residential Apprentice Sheet Metal Workers shall receive the Residential Journeyman wage package.

(b) A graduated wage scale for Residential Apprentices shall be established and maintained on a percentage basis of the established total package of Residential Journeyman Sheet Metal Workers pursuant to Addendum 1, Sections 1 and 2 and Appendix D of this Agreement which includes Apprentices' fringe contributions. Remittances will be made in accordance with the provisions of Addendum 10.

Apprentice Percentages of Residential Journeyman Total Package per 12-Month Period

Period	1	2	3	4
	72%	78%	81%	85%

(c) Residential Apprentice Sheet Metal Workers will follow the Department of Labor set ratio.

(d) First year Apprentices shall work with and under the direct supervision of a Residential Journeyman at all times when working on a jobsite. Second through Fourth year Residential Apprentices shall work under the general direction of a Residential Journeyman at all times including On Call.

(e) The Employer shall provide for each member covered by this Addendum contributions as outlined in Appendix D for the Sheet Metal Workers Local 46 Health & Welfare Plan.

(f) Vacation & Holiday Pay. The Employer shall provide the following to each Residential member who has been employed by the Employer and is covered by this Addendum.

- For at least 1,500 hours with an Employer, one-week (40-hours) vacation pay, and paid Holidays recognized in Addendum 15, Section 6. If a member leaves an Employer and then returns to that Employer, the accrued hours will remain available to the member.
- For at least 7,500 hours with an Employer, two-weeks (80 hours) vacation pay, and paid Holidays recognized in Addendum 15, Section 6. If a member leaves an Employer and then returns to that Employer, the accrued hours will remain available to the member.

(g) JATC & ASP: Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Workers JATC of Rochester and SMACNA Rochester, contributions as outlined in Appendix D for each hour worked by each member of the Employer covered by this Addendum. Payment shall be remitted as designated in Article 8 of this Agreement.

(h) Changes to the wage/package will occur on the closest Monday to the calendar date of the change. If the calendar date falls on a Monday, Tuesday or Wednesday, the wage change will become effective on that Monday. If the calendar date falls on a Thursday, Friday, Saturday or Sunday, the wage change shall become effective on the following Monday and that respective Monday's date will be written into the contract as the wage change date for that year(s) only (See Appendix D). Any amount of increase due may be added to the contribution to any existing funds and will be deducted from the total wage package. Notification of a change in contribution rate will be given to the Employers not later than one month prior to the period starting dates.

April 29, 2024 to May 4, 2025 + \$3.10 = \$39.62 includes 1 dollar to NYS PSL

May 5, 2025 to May 3, 2026 + \$1.92 = \$41.54

May 4, 2026 to May 2, 2027 + \$1.71 = \$43.25 includes 1 cent to ASP Fund

May 3, 2027 to April 30, 2028 + \$1.71 = \$44.96 includes 1 cent to ASP Fund

May 1, 2028 to April 29, 2029 + \$1.59 = \$46.55 includes 1 cent to ASP Fund

On any job or project where a pre-determined wage rate has been established by a Federal, State or City agency, such rate will be used.

Section 12. The Employer agrees that no members shall suffer a reduction in wages or benefits due to the signing of this Addendum, except as provided in Section 3 of this Addendum.

Section 13. During the term of this Agreement the Union and Employer agree that all grievances arising out of interpretation or enforcement of this Addendum shall be settled pursuant to Article 10 of this Standard Form of Union Agreement.

Section 14.

(a) The Employer shall have the right to fabricate under the terms of this Addendum for the work specified in Sections 1 and 2 of this Addendum provided however, that in no case, where the Employer has Commercial Building Trades members employed in their shop, will Residential Sheet Metal Worker members be also employed in the same shop, nor will Commercial Building Trades members be displaced or replaced by Residential Sheet Metal Worker members for any reason.

(b) When Commercial Building Trades members work on fabrication for work specified in Sections 1 and 2 of this Addendum, such fabrication work will be covered by the Standard Form of Union Agreement.

Section 15.

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

(b) All employees performing covered work under this Addendum shall be required, as a condition of employment, to become and remain members of the Union in good standing during the term of this Addendum. All employees shall make application for membership in the Union within eight (8) days following the effective date of this Addendum or the beginning of their employment or earlier if the employee desires.

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

(d) Upon receipt of a signed work referral from any member covered under this Addendum, the Company shall withhold from such member's earnings, payment for work assessments and other obligations under the terms and conditions specified in the Union work referral.

Section 16. The Employer agrees to be bound by the wages, hours and working conditions contained in the local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Sections 1 and 2 of this Agreement.

Section 17. There shall be no cessation of work during a strike or lockout on service work only. Any increase in wages shall be paid retroactively to the date of contract expiration.

(a) Whenever the term “local Standard form of Union Agreement” is used herein, it shall mean the Agreement currently in effect between SMART Local 46 and the Sheet Metal Contractors of SMACNA Rochester.

(b) This Addendum will remain in full force and effect through the full term of this Agreement.

Signature Page, Association and the Union:

The Parties whose signature appears below agree to abide by and be subject to all the terms and conditions of this Standard Form of Union Agreement and Addendums 1 through 15 and Appendices A through E, originally entered into on April 29, 2024.

In witness whereof:

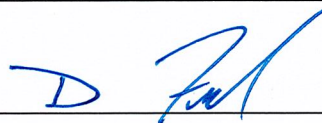
The parties hereto affix their signatures and seal this 29th Day of April, 2024.

For SMACNA Rochester:

Erich Postler, President



Donald Fella, Executive Director



Witness

Negotiations unit For SMACNA Rochester:

Jason Brownlie, Jerry Cott, Troy Peterson, Erich Postler, Kaitlin Hildebrandt

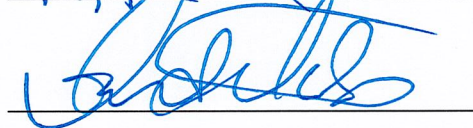
Above duly authorized representatives for the Sheet Metal Contractors of SMACNA Rochester, Inc. a local association of the Sheet Metal and Air Conditioning Contractors National Association.

For SMART Local 46:

Troy R. Milne, Business Manager



Anthony Valenti, Jr., Business Agent



Witness

Negotiations unit for SMART Local 46:

Troy R. Milne, Anthony Valenti Jr., Jonathan R. Perna, Allen J. Mort

Above duly authorized representatives for SMART Local 46 Rochester, New York; a local Union of the International Association of Sheet Metal, Air, Rail & Transportation Workers.

Signature Page for the Individual Employer:

As Agreed to on this _____ Day of _____, 20____.

In witness whereof:

The parties hereto affix their signatures and seal this _____ Day of _____, 20____.

For the Union:

BY: _____
Print Name of Officer or Representative of SMART Local 46

BY: _____
Signature of Officer or Representative of SMART Local 46

For the Employer:

FOR: _____
Name of Company (Employer)

BY: _____
Print Name of Officer or Representative for Employer

BY: _____
Signature of Officer or Representative for Employer

The Employer whose signature appears above agrees to abide by and be subject to all the terms and conditions of this Standard Form of Union Agreement and Addendums 1 through 15 and Appendices A through E, as originally entered into on _____, 20____.

Witness Print Name _____

Witness Signature _____ Date _____

5/3/2024

APPENDIX B - Journeypersons and Apprentice Sheet Metal Workers covered by this Agreement shall provide for themselves all necessary hand tools (Article 9).

Primary Tool list - Must have on first day of work.

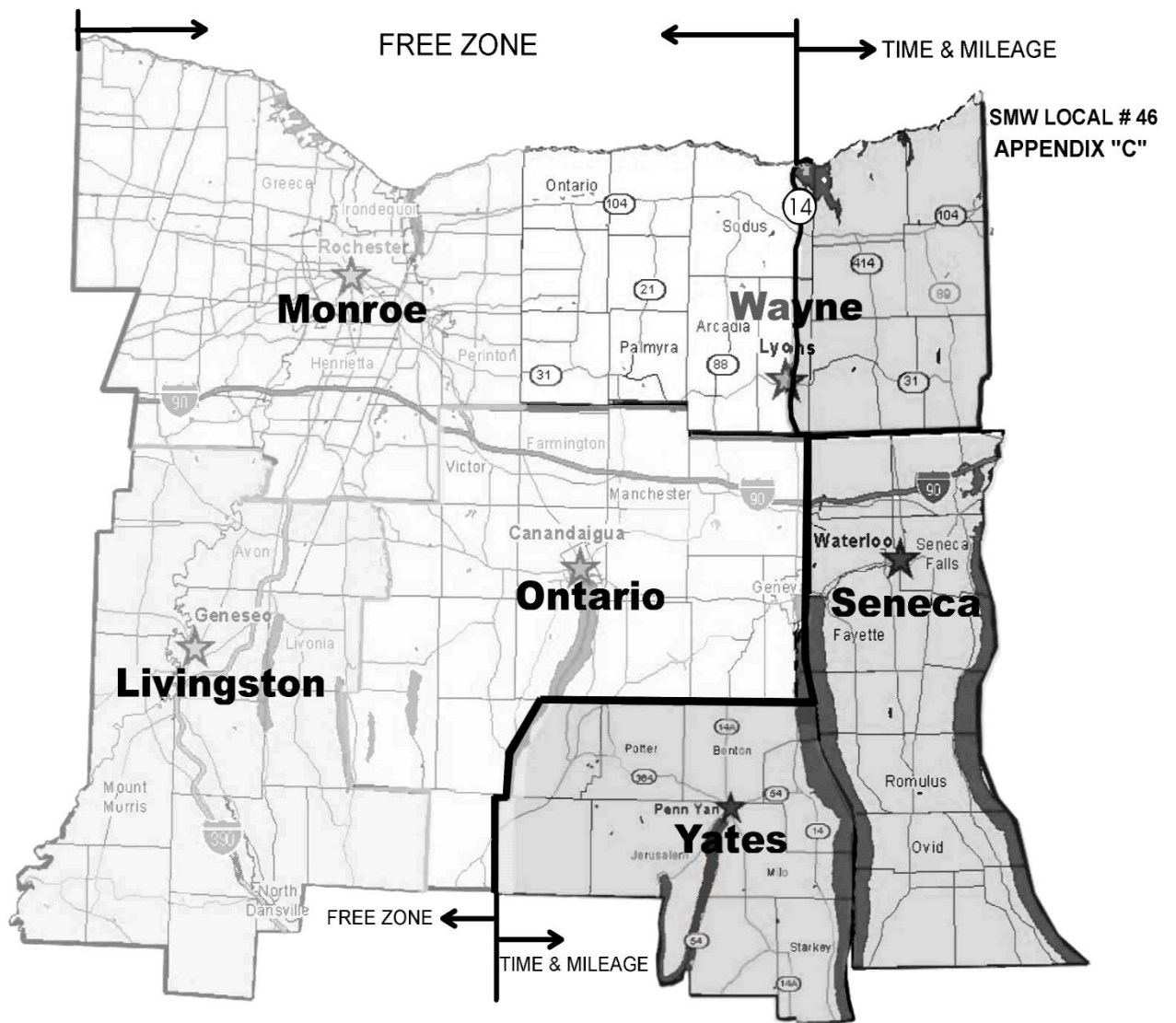
- ★ **Work Boots**
- ★ **Toolbox or bag**
- ★ **Ruler and/or tape measure**
- ★ **Sheet Metal Hammer**
- ★ **Pliers/Vise Grip**
- ★ **Left-hand and right-hand snips**
- ★ **Hand Crimpers**
- ★ **Hand Tongs (Seamers)**
- ★ **Large Flat Head Screwdriver**

Sub List

(Trade required tools)

- Combination square
- Framing Hammer
- Assorted Nut Drivers (1/8"-1/2")
- Putty knife
- General purpose file
- Combination wrenches (1/8"- 7/8")
- Cold chisel
- Prick punch
- Center punch
- Scratch awl
- Dolly bar
- Assorted vice-grips
- Drift pin
- Dividers
- Plumb Bob
- Level (6" to 18")
- Hand Seamers
- Crescent or "adjustable" wrenches
- Assorted Screwdrivers

Appendix C – Travel Zone Map:



To: Payroll Departments of All Contractors Signatory to the Collective Bargaining Agreement with SMART Local 46, Rochester NY										5/3/2024			
Reference: <i>Standard Form of Union Agreement for Sheet Metal, Roofing, Heating, Ventilating and Air Conditioning Contracting Divisions of the Construction Industry Covering Monroe, Wayne, Livingston, Ontario, Seneca and Yates Counties in the State of New York between Local Union 46, The International Association of Sheet Metal, Air, Rail & Transportation Workers and Sheet Metal Contractors of SMACNA-Rochester, Inc.</i>													
Contract period: April 29, 2024 through April 29, 2029													
SMART Local 46 Wage Rates Effective April 29, 2024 - May 4, 2025													
Appendix D										*changes in BOLD print			
RESIDENTIAL Journeyperson Package										Addendum 15			
											Deductions from base rate:		
		Base Rate	Health Fund	HRA	Annuity Fund	Local Pension	ASP (SMACNA)	i.T.i. 12¢ + NEMI 3¢ + SMOHI 2¢	J.A.T.C.	Total Package	Work Assessment	NYS Paid Sick Leave	
Funds paid on hours worked or hours paid:			worked	worked	PAID	worked	worked	worked	worked		worked	worked	
		\$ 27.86	\$ 6.15	\$ 0.80	\$ 1.72	\$ 2.35	\$ 0.10	\$ 0.17	\$ 0.47	\$ 39.62	\$ 1.02	\$ 1.00	
RESIDENTIAL Apprentice Package per 12 month period (4 YEAR PROGRAM)										Addendum 15			
		% of RES JP TOTAL PACKAGE	Base Rate	Health Fund	HRA	Annuity Fund	Local Pension	ASP (SMACNA)	i.T.i. 12¢ + NEMI 3¢ + SMOHI 2¢	J.A.T.C.	Total Package	Work Assessment	NYS Paid Sick Leave
Funds paid on hours worked or hours paid:			worked	worked	PAID	worked	worked	worked	worked		worked	worked	
Period													
1	72%	\$ 18.97	\$ 5.75	\$ 0.80	\$ -	\$ 2.30	\$ 0.07	\$ 0.17	\$ 0.47	\$ 28.53	\$ 0.64	\$ 0.72	
2	78%	\$ 21.34	\$ 5.75	\$ 0.80	\$ -	\$ 2.30	\$ 0.07	\$ 0.17	\$ 0.47	\$ 30.90	\$ 0.76	\$ 0.78	
3	81%	\$ 22.53	\$ 5.75	\$ 0.80	\$ -	\$ 2.30	\$ 0.07	\$ 0.17	\$ 0.47	\$ 32.09	\$ 0.76	\$ 0.81	
4	85%	\$ 24.12	\$ 5.75	\$ 0.80	\$ -	\$ 2.30	\$ 0.07	\$ 0.17	\$ 0.47	\$ 33.68	\$ 0.87	\$ 0.85	
Pre-Apprentice	**	\$ 15.00	\$ 6.15	\$ -	\$ -	\$ 2.35	\$ 0.10	\$ 0.17	\$ 0.31	\$ 24.08	\$ 0.53	\$ 0.50	
** Pre-Appr base rate shall not be less than the currently posted NYS minimum wage rate (current rate \$15.00 1/1/2024-12/31/2024)													
		% of \$27.86											
Maint / Installer	80	\$ 22.29	\$ 6.15	\$ 0.80	\$ 1.72	\$ 2.35	\$ 0.10	\$ 0.17	\$ 0.47	\$ 34.05	\$ 0.88	\$ 0.80	
Package increases on the following years: 2025 +\$1.92; 2026 +\$1.71; 2027 +\$1.71; 2028 +\$1.59													
Don Fella						Troy R. Milne							
For SMACNA-Rochester						For SMART Local # 46							

Appendix E

Sheet Metal Workers' National Pension Fund
Alternative Schedule Number One
For the International Association of Sheet Metal, Air, Rail and
Transportation Workers, Local Union 46

Journey person Schedule:

April 29, 2024 to May 4, 2025 Contribution Rate \$3.74

Required Increases During the Current Contract Period:

Increase Due Date	% Increase	Amt of Increase	New Rate
May 5, 2025	+2%	.07¢	\$3.81
May 4, 2026	+2%	.08¢	\$3.89
May 3, 2027	TBD	TBD	TBD
May 1, 2028	TBD	TBD	TBD

The schedule for 2027-2028 has not yet been determined by the Trustees and will be incorporated when applicable.

National Pension Fund Apprentice Schedule:

Period	1	2	3	4	5
	48%	54%	60%	69%	81%