

**AKRON DISTRICT  
AGREEMENT  
FOR  
SERVICE TECHNICIANS  
AND  
RESIDENTIAL APPLICATIONS**

SHEET METAL | AIR | RAIL | TRANSPORTATION



**Agreement by and between  
East Central Ohio SMACNA  
And  
SMART Local Union No. 33  
Akron - District**

**June 1, 2022 to May 31, 2027**

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**AGREEMENT FOR SERVICE TECHNICIANS  
AND RESIDENTIAL APPLICATIONS  
OF SMART LOCAL UNION NO. 33**

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

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

This Agreement, entered into this 1<sup>st</sup> day of June, 2022, by and between the Akron, Canton, Mansfield Roofing and Sheet Metal Contractors' Association, Inc., dba East Central Ohio SMACNA whether represented by a Contractors' Association or not, hereinafter referred to as the "Employer", and Local Union No. 33 - Akron District of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the "Union", having jurisdiction over Ashland, Carroll, Coshocton, Crawford, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, and Wayne Counties in Ohio.

**ARTICLE I  
SCOPE OF WORK**

**SECTION 1:** This Agreement covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation repairing, replacing and servicing of all residential heating and air conditioning systems, including oil burners, gas burners, electric furnaces, heat pumps, water heating equipment, automatic control systems, solar heat systems, refrigeration systems, ice machines, walk-in coolers, split systems, VRF systems and the installation and service of such equipment and the architectural sheet metal work on such residences.

**SECTION 2:** Residential shall be defined as applying to work on any single family dwelling or multiple family housing units where each individual family unit is conditioned by a separate and independent unit or system.

**SECTION 3:** The Employer agrees that none but residential journeymen and residential trainees be employed on any work described in Section 1 of this Agreement.

**SECTION 4:** The wages and working conditions covered by this Agreement are applicable to the Employer's employees regardless of the geographical area in which the employees are performing work identified in Sections 1 and 2 above. By being bound to or working under the terms and conditions of this Agreement, the Employer acknowledges that he/she is automatically bound to the terms and conditions of Local Union No. 33 Standard Form of Union Agreement for the geographical area in which it performs the bargaining unit work.

**SECTION 5:** Wages and working conditions not covered by this Agreement are to be as written in the Local No. 33 Standard Form of Union Agreement for the geographical area in which it performs the bargaining unit work.

**SECTION 6:** Each Employer, in response to the Union's claim that it represents an uncoerced majority of each Employer's employees doing work under this agreement, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and in fact does represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive collective bargaining representative for the sheet metal workers now or hereafter employed in the bargaining unit with respect to wages, hours of work or other terms and conditions of employment.

## **ARTICLE II SUBCONTRACTING**

**SECTION 1:** The Employer shall not 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.

## **ARTICLE III WORK FORCE**

**SECTION 1:** Only residential journeymen and residential trainees shall be employed on any work described in Article I, unless already covered by a building trade's agreement.

**SECTION 2:** Each Employer shall be entitled to one (1) residential trainee for each residential journeyman.

### **SECTION 3:**

#### **1) SCHOOL-TO-WORK:**

- a) Students would be considered only if they are full time students, registered as a school-to-work applicant. Example: Vocational school; high school work co-op; trade school (example: RG Drage, Lorain County Community College).
- b) Students will be permitted to work 800 hours per year for no more than two years.
- c) Since they are school-to-work employees and not members, no benefits will be paid, wages would be no less than Federal minimum wage.
- d) After the completion of the student program, they can join the Union as a residential trainee, or apply for an apprenticeship.
- e) Training will be done by the Employer.
- f) Only one school-to-work employee per contractor.

**2) SCOPE OF WORK:**

The school-to-work employee will be permitted to perform fabrication, erection, installation repairing, replacing and servicing of all residential heating and air conditioning systems, including oil burners, gas burners, electrical furnaces, heat pumps, water heating equipment, automatic control systems, solar heat systems, refrigeration systems, ice machines, walk-in coolers, split systems, VRF systems, preventative maintenance; filter changes, coil cleanings, lubrication of equipment, belts and contact cleaning and architectural sheet metal work on such residences while accompanied with journey person.

**ARTICLE IV  
WAGES**

**SECTION 1:** The regular basic hourly wage rate for residential journeymen sheet metal workers covered by this Agreement shall be in the wage schedule attached.

**SECTION 2:** Residential trainees covered by this Agreement shall be paid on a percentage basis of the basic taxable wage. (See attached wage sheet).

**SECTION 3:** Probationary period only applies to new members of the union regardless of classification.

- 60%--Ninety (90) calendar days  
(including holidays) Probationary Period----- no fringes
- 70%--Next 12 months ----- plus all applicable fringes
- 75%--Two (2) years ----- plus all applicable fringes
- 85%--Three (3) years ----- plus all applicable fringes
- 95%--Four (4) years ----- plus all applicable fringes

**ARTICLE V  
WORKDAY FOR INSTALLATION**

**SECTION 1(a):** The standard workday shall be an established period up to ten (10) consecutive hours between 6:00 a.m. and 7:00 p.m. exclusive of

mandatory thirty (30) minute lunch period. Forty (40) hours per week shall constitute a work week. All Saturday work shall be paid at time and a half up to twelve (12) hours, after twelve (12) hours shall be paid at two (2) times the rate of pay.

(b): Except as otherwise provided pursuant to Section 1(c) of this Article, all work performed outside the regular working hours, shall be paid at one and one half (1½) times the established rate.

(c): All work performed on the following six (6) holidays will be paid at two (2) times the established rate. Holidays are: Thanksgiving, Labor Day, Christmas, Memorial Day, New Year's Day, Fourth of July, and Sundays.

## **ARTICLE VI SERVICE AND REPLACEMENT**

**SECTION 1: SERVICE AND REPLACEMENT:** Hours of Work: The workweek shall consist of a scheduled forty (40) hour week, Monday through Saturday with no more than ten (10) hours in one day. All work performed beyond the ten (10) hour day and the forty (40) hour week shall be compensated for at one and one half (1½) times the applicable hourly wage rate. All work performed beyond sixty (60) hours worked, and or any replacement work performed on a Sunday and the holidays named below will be compensated at two (2) times the applicable rate. The six double time holidays are: Thanksgiving, Labor Day, Christmas, Memorial Day, New Year's Day and the Fourth of July.

**SECTION 2: ON CALL:** When an employee is on call, he/she shall receive an additional fifteen (\$15.00) dollars for each day the employee is on call.

**SECTION 3:** All service work performed on projects covered by Prevailing Wage, Project Labor Agreement (PLA), National Maintenance Agreement (NMA), and General President Agreement (GPA) shall be paid at the established rate for that project.



**SECTION 4:**

**(a): COMMERCIAL SERVICE TECHNICIAN:** The rate of pay for a Journeyman commercial service tech will be set by the local building trade’s agreement. The commercial service tech rate will be the basic taxable rate of the building trade’s journeyman. Fringe benefits are based on the residential fringe package for the area in which the service tech is located.

**(b):** Commercial Service Technician trainees covered by this Agreement will be paid on a percentage basis of the basic taxable wage of the building trade’s journeyman. The Contractor may utilize a service technician trainee currently performing work under the terms and conditions of the residential trainee program to perform work on commercial service prior to entering the commercial service training program. Once a residential service trainee completes the four year residential trainee program he/she must be enrolled in the commercial trainee program or become a commercial service technician to continue to perform commercial service.

65%--First year ----- plus all applicable fringes  
75%--Second year ----- plus all applicable fringes  
80%--Third year ----- plus all applicable fringes  
90%--Fourth year ----- plus all applicable fringes

The contractor may require NATE certification for advancement from a second year to a third year commercial service technician. The contractor who requires the certification must offer the classes and testing to the employees. The cost for the training and the test will be the sole responsibility of the contractor. Any subsequent testing due to the employee’s failure to pass the test will be paid by the employee. A contractor may not hold an employee back from advancement if the contractor does not offer and pay for the training and testing outlined.

**(c):** Commercial service work will not apply to any service work performed under the Service Technicians and Residential Agreement that is covered under special project agreement rates, pre-determined building trades wage rates under the Davis Bacon Act, or work that is presently being performed by Building Trades journeyman or service techs working under the building

trades wage package. This work will continue to be performed under those terms and conditions.

Preventative maintenance; filter changes, coil cleanings, lubrication of equipment, belts and contact cleaning will continue to be performed under the residential terms and conditions of this agreement.

**(d):** The Employer agrees that building trades members and/or residential members employed prior to this agreement shall not forfeit or suffer a reduction in wages or fringe benefits due to the adoption of the Agreement.

**SECTION 5:** Scope of Work for Service: Service on any heating and air conditioning equipment.

## **ARTICLE VII TRAVEL**

**SECTION 1:** Employees employed on a job within the limits of forty (40) miles of the Employer's shop or the employee's place of residence, whichever is closer, shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within said limits from home to job at starting time and from job to home at quitting time. If the employee is instructed by the Employer to pick up a company vehicle at the Employer's shop, he/she's travel time from the shop to the job and from the job to the shop will be at the employee's applicable rate of pay excluding fringes.

**SECTION 2:** When employed outside of the limits specified in Section 1 of this Article, but within the jurisdiction of the home Local Union, employees shall provide transportation for themselves, which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article shall receive the mileage and/or travel time negotiated in the individual districts Building Trades CBA. As an alternative to the foregoing method, all necessary transportation, travel time, board and expenses shall be paid each employee while employed outside of the limits specified in Section 1 of this Article.

## **ARTICLE VIII FRINGE BENEFITS**

**SECTION 1:** The Employer agrees that for each residential employee covered by this Agreement, he/she will contribute to the Benefit Funds in the amount specified in the Agreement in the manner and under the rules specified in the Local Basic or Local Standard Form of Union Agreement.

**SECTION 2:** 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 Section 1, 2, or 3 of this Agreement.

**SECTION 3: PAID VACATIONS:** An employee who has been employed by the same Employer for more than one (1) year shall be eligible for one (1) week of paid vacation, five (5) years or more shall be eligible for two (2) weeks of paid vacation, twenty (20) years or more shall be eligible for three (3) weeks of paid vacation. The vacation pay shall be a separate check based on a forty (40) hour week. The vacation pay will be at the employee's current rate of pay, and does not include fringe benefits.

- (a) One (1) year of employment time will be based on a minimum of 1200 hours worked per year and will be accumulated from the employee's date of hire.
- (b) Any employee who does not reach the minimum hours worked per year will not lose any previously credited years or accrued vacation time.
- (c) Vacation and vacation pay requests will be submitted to the company within thirty (30) days of the scheduled vacation or vacation pay request.
- (d) Vacation requests will be granted on a seniority basis. If two employees request the same vacation time the request will be granted to the employee with the longest time at the company.

- (e) Employees will not be permitted to accumulate vacation time from one year to the next.
- (f) Once an employee's vacation time is scheduled and approved by the company, the company must have the employee's consent for any changes.
- (g) An employee may use his/her vacation pay during a layoff.

**SECTION 4: PAID HOLIDAYS:** New employees will be eligible for paid holidays once they have worked 320 hours for the company. Paid holidays will be as follows:

New Year's Day, Labor Day, Fourth of July, Memorial Day, Thanksgiving and Christmas

- (a) If an employee is required to work on a Holiday, in addition to holiday pay, actual hours worked will be paid at two (2) times the employee's normal rate of pay.
- (b) Employees are to be paid the wage rate that they are currently working under at the time of the holiday.
- (c) Any Holiday that falls on a Saturday, Friday will be observed as the paid holiday. Any Holiday that falls on a Sunday, Monday will be observed as the paid holiday.

**EXAMPLE:** If an employee is required to work on a Holiday, then he/she will receive double time for any hours worked. If the employee is required to work on the observed holiday (Friday or Monday) the employee will receive his/her holiday pay plus one and one half times his hourly rate.

- (d) The employee must work the normal scheduled day before the holiday and the next scheduled day after the holiday to receive their holiday pay.

- (1) An employee may request thirty (30) days prior to the paid holiday to take additional time off before or after the scheduled

paid holiday. If an employee is off work with an excused illness the scheduled day before the holiday or the next scheduled day after the holiday they will also receive the holiday pay.

**SECTION 5:** Any employee terminated by the company will receive their accumulated vacation pay at the time of the termination.

**SECTION 6:** Once an employee has qualified for their vacation and holiday pay for a contractor, that employee will not have to requalify for the same contractor.

**SECTION 7:** If an employee receives a paid holiday or vacation time during the week, that time will apply to the normal workweek and will be included in the scheduled forty (40) hour week. Saturday will not be included as a straight time day. Any work on Saturday will be paid at time and one half.

## **SECTION 8: SHEET METAL WORKERS' NATIONAL PENSION FUND**

This Article VIII, Section 8 relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or Fund"). The Parties have adopted the NPF's Default Option under the NPF's Funding Improvement Plan and Funding Improvement Plan Schedule(s) ("FIP"). The Employer agrees to contribute in accordance with the terms of the FIP Schedule adopted by the parties, the NPF Plan Document (the "Plan Document") and the NPF Trust Document (the "Trust Document"). The FIP Schedule, Plan Document, and Trust Document are hereby incorporated by reference into, and form part of, this Collective Bargaining Agreement ("Agreement").

1. For the duration of this Agreement and any renewals or extensions to it, the Employer shall make monthly NPF contributions at the hourly Contribution Rate provided for under this Agreement and as required by the FIP Schedule. The Employer shall contribute for each Hour of Work performed by each employee for whom contributions are due under this Agreement.

2. All Employers shall start contributing to the National Pension Fund on Residential Trainees no later than the 91<sup>st</sup> day of employment.

3. All contributions shall be made at such time and in such manner, as the Fund requires. Contributions for each Covered Employee shall be due the Fund on or before the twentieth (20<sup>th</sup>) day of each month, based on the Covered Employee's Hours of Work in the preceding month. Contributions and remittance data shall be transmitted electronically via the National Benefit Funds' secure online Internet Payment System, accessible at [www.smwnbf.org](http://www.smwnbf.org) (IPS Support Team can be reached via email: [ips@smwnbf.org](mailto:ips@smwnbf.org) or by calling 800-231-4622).

4. Failure to pay and timely file reports shall constitute a delinquency in violation of the Employer's obligation under this Agreement, the FIP/Schedule, the Trust Document, and the Employee Retirement Income Act of 1974, as amended ("ERISA"). A delinquent Employer is liable for payment of additional charges for interest, liquidated damages, attorney's fees and collection costs in accordance with the Trust Document. Notwithstanding any other provision of this Agreement to the contrary, the Fund's Trustees may take whatever steps they deem necessary or appropriate to collect delinquent payments or enforce the terms of the FIP Schedule selected herein, the Plan Document, or Trust Document, including, but not limited to, legal action, recommendation for withdrawal of labor, requiring weekly or biweekly contributions, and termination of the Employer's status as a Contributing Employer to the Fund.

5. At any time the Fund deems it necessary or appropriate it may audit the Employer's financial, payroll, wage, job or project records to determine the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals inaccurate, insufficient or delinquent contributions, the Employer agrees to pay all auditors' fees, and any legal fees and costs incurred in collecting audit fees, in accordance with the Trust Document.

6. Should the Fund notify the Union that the Employer is delinquent in any payments due the Fund; the Union shall withdraw labor upon 24 hour notice to the Employer.

7. Notwithstanding the payment of Employer contributions, eligibility for NPF benefits is determined under the provisions of the NPF Plan Document.

**SECTION 9: SHEET METAL WORKERS LOCAL 33 PROFIT SHARING ANNUITY PLAN (“Annuity Fund”)**

The contribution rate for Employer contributions allocated to each member’s separate account under the Annuity Fund shall be based on the member’s employment classification.

All Employer contributions into the Annuity Fund will be made on an hourly basis based upon hours worked. Any future contribution increases made by the member into the Annuity Fund will be matched by the Employer. The Employer’s matching contribution will not exceed the amount of the raise for the current year.

**SECTION 10:** All members working under this agreement will be covered under the terms of the Flat Rate Outline. (See Attachment A)

**SECTION 11: CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)**, formally the Labor Relations Division (LRD): It is hereby agreed between the parties that all employers (including Balance Contractors) shall deposit twenty (\$0.20) cents per hour for all hours worked by journeymen and trainees. It is hereby agreed that over the course of the contract term, East Central Ohio SMACNA will increase the CIDB contribution \$.02 per year for this five year agreement.

The Construction Industry Development Board (CIDB) is employer funded and organized for the purpose of, but not limited to improving business conditions, for, and the advancement of, employers in the Construction Industry in the State of Ohio in accordance with the CIDB Trust Agreement.

Payments to the fund shall be in accordance with the instructions on the monthly contribution forms. If an Employer does not make this contribution, in lieu of it, he/she must contribute the same amount to the Local Apprenticeship Fund.

**SECTION 12: FUNERAL ATTENDANCE:** When death occurs in an employee’s immediate family (legal spouse, mother, father, son, daughter) or someone for whom the employee is the legal guardian of, he/she will be excused for up to three (3) consecutive days he/she was scheduled to work, one (1) of which days will be paid. Payment will be eight (8) hours times

the employee's regular hourly rate per day of pay and does not include fringe benefits. Only employees who have one year of service will be eligible under this provision. Proof of death must be furnished before payment is made.

## **ARTICLE IX TOOLS, AUTO, MEMBERSHIP**

**SECTION 1:** Residential journeymen and residential trainees covered by this Agreement shall provide for themselves all necessary hand tools.

Hand tools supplied by the employee, which are worn out during normal use, shall be repaired or replaced by the Employer, with a like/kind tool. Employees should present the tool to the Employer as soon as possible. The Employer shall have the tool repaired and/or replaced as soon as possible. Employees shall be responsible for tools supplied by the Employer, provided mutual security arrangements are made in the form of locked tool boxes, locked vehicles.

**SECTION 2:** Residential journeymen and residential trainees 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 workers, tools, equipment, or materials; 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 his or her personal tools.

**SECTION 3:** The Employer agrees to require membership in the Union, as a condition of employment of all employees performing any of the work specified in the Residential Agreement, within eight (8) days and such application must be accompanied by the required down payment on same and/or the required amount of dues payable in advance. The Employer shall notify the Union in writing within forty eight (48) hours after employment the name, address, social security number and rate of pay of each employee who is employed under the terms of this Residential Agreement.

**SECTION 4:** The individual Employer shall be free to hire residential employees from any source to perform residential work covered under this Agreement, but shall notify the Union of all opportunities of employment for performance of such work and shall give the Union equal opportunity with all



other sources to provide suitable applicants for such employment. The Union shall follow the referral procedure of Local Union No. 33. in referring such applicants for employment under the terms of the Agreement. The Union shall maintain and refer applicants for employment from a separate out of work list for residential employees.

Regular building trades journeymen and apprentice sheet metal workers, when unemployed, shall be permitted to register on the residential out of work list, if they so desire, and if hired by the Employer, shall be permitted to work at the residential journeyman wage rate, hours and conditions after having received a written referral from the Union, provided the regular apprentice shall be recalled from such job to fill any job opening that may occur for a regular apprentice sheet metal worker while he is temporarily employed at residential work.

## **ARTICLE X STRIKES AND LOCKOUTS**

**SECTION 1:** The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement except for refusal of the Union to submit to, or comply with, a decision of the National Joint Adjustment Board. The Union agrees that during the course of this Agreement it will not sanction or engage in any strike or other interference with production, except for refusal of the Employer to submit to, or comply with, a decision of the National Joint Adjustment Board.

**SECTION 2:** It shall not be a violation of Section 1 of this Article for any employee to refuse to work, or continue working, or to complain to federal or state agencies when any condition exists which he reasonably believes would endanger the health, safety or well-being of such employee. No employee shall be disciplined for exercising this right.

## **ARTICLE XI GRIEVANCES**

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

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

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

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

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

- a) Said grievance shall be reduced to writing stating the date

the event occurred, the specific contract articles violated, Union members involved, Employer involved, job site location and any details allowing the Local Joint Adjustment Board to research said grievance before the hearing.

b) The Union shall be required to notify any union member involved in said grievance of the date, time and location of grievance hearing. The contractors association shall be required to notify the employer involved in said grievance of the date, time and location of grievance hearing.

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

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc., to establish a method for resolving grievances permitting appeals for out of area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration

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<sup>1</sup> \*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P O Box 220956, Chantilly, VA 20153-0956, or 4201 LaFayette Center Drive, Chantilly, VA 20151-1209.

tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the Agreement covering the area in which the work is performed.

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

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

**SECTION 5:** A Local Joint Adjustment Board, Panel and National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation. In grievances where the complaining/affected employee consented to and/or knowingly participated in the breach of this Agreement, no award of damages or other compensation to the participating employee can be rendered.

**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 attorney's fees of the opposing parties in the legal proceedings.

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

## **ARTICLE XII EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1:** A substance abuse testing policy and an Employee Assistance Program is in place and any contractor signatory to this Agreement may voluntarily elect to participate in this program upon giving written notice to the Union and the Contractors Association. This will be at no cost to the employee. SMACNA agrees to pay for the drug testing costs for all contractors who voluntarily use the same testing policy and administrator being utilized under the commercial agreement. SMACNA will not reimburse or pay for any testing costs for contractors not utilizing the agreed to program, policy or administrator.

## **ARTICLE XIII SIGNATURE PAGE**

**SECTION 1:** If, pursuant to federal, state or municipal law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect.

**SECTION 2:** Each Employer expressly waives any statutory or contractual right it may have to terminate, abrogate, repudiate or cancel this Agreement during the stated term or the term of any extension, modification, or amendment of this Agreement, to file any Petition with the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation.

**SECTION 3:** This Agreement and Attachments attached hereto, shall become effective on the 1<sup>st</sup> day of June, 2022, and remain in full force and effect until May 31, 2027, 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.

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

by and between \_\_\_\_\_  
(Name of Contractor)

of \_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Officer or Representative) (Signature of Officer or Representative)  
Contractor SMART Local Union No. 33

Date: \_\_\_\_\_

**SECTION 4:** By execution of this Agreement, the Employer authorizes the participating Employers 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 Participating Employers unless this authorization is withdrawn by written notice to the Participating Employers Group and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

**SECTION 5:** It is agreed that during the course of this Residential Agreement, the parties may, by mutual consent, agree to amend or modify any Section in this Agreement upon forty five (45) days' notice.

ATTACHMENT A FLAT RATE OUTLINE  
FOR SERVICE TECHNICIANS AND RESIDENTIAL APPLICATION

**HEALTH INSURANCE:**

**A) FLAT RATE OUTLINE**

- 1) MONTHLY CONTRIBUTIONS ARE DUE IN THE COLLECTION OFFICE ON OR BEFORE THE 20<sup>TH</sup> OF THE MONTH.
  - A. Currently a payment made in January buys January's coverage. This payment schedule is set by the Trustees of the plan and can be changed by an amendment to the plan rules.
- 2) MONTHLY CONTRIBUTION RATES WILL BE BASED ON RATE ESTABLISHED BY THE BOARD OF TRUSTEES. THE EMPLOYER IS RESPONSIBLE FOR ALL INCREASES.
  - a) THE FULL MONTHLY RATE IS DUE ON EACH EMPLOYEE (EXCLUDING PROBATIONARY EMPLOYEES) THAT WORKS A FULL EIGHT (8) HOUR DAY IN THAT MONTH.
- 3) IN LIEU OF BANKED HOURS THE EMPLOYER IS RESPONSIBLE FOR ONE (1) MONTH OF ADDITIONAL COVERAGE IF THE EMPLOYEE HAS WORKED FOR THE EMPLOYER FOR THREE (3) MONTHS AND TWO (2) MONTHS OF ADDITIONAL COVERAGE IF THE EMPLOYEE HAS WORKED FOR THE EMPLOYER FOR SIX (6) MONTHS AFTER AN EMPLOYEE IS LAID OFF.

Example: A member is laid off during the month of January. The Employer will make a flat rate payment for the month of January. If the employee is still laid off in the month of February, then payment is due for February. If the employee is still laid off in March, then a payment would also be due for March. No payment would be due in the month of April if the employee is still laid off.

**B) NEW EMPLOYEES**

- 1) IF AN EMPLOYEE IS HIRED OR COMPLETES HIS PROBATIONARY PERIOD ON OR BEFORE THE TWENTITH (20) OF THE MONTH, A HEALTH & WELFARE PREMIUM IS DUE FOR THE EMPLOYEE FOR THAT MONTH. IF AN EMPLOYEE IS HIRED AFTER THE TWENTITH (20) OF THE MONTH, THEN A PREMIUM IS NOT DUE UNTIL THE FOLLOWING MONTH.

**C) TERMINATION OF PAYMENTS**

TERMINATION OF PAYMENTS ON AN EMPLOYEES BEHALF CAN OCCUR IN ONE OF TWO WAYS:

1. THE EMPLOYEE QUILTS OF THEIR OWN CHOOSING.
2. THE EMPLOYEE IS TERMINATED BY THE EMPLOYER FOR JUST CAUSE AND PROPER NOTIFICATION, IN WRITING, IS GIVEN TO THE BUSINESS MANAGER AND THE FUND ADMINISTRATOR.

**Moonlighting Union Members:** No Union members holding cards in Local Union No. 33 shall be permitted to accept work on his/her own, solicit work for themselves to be done on regular or off time hours, or sell his/her labor to the public as a direct Contractor of the trade unless he/she holds an Agreement with Local Union No. 33 as a local contractor.



**WAGES:**

<u>YEAR</u>	<u>WAGES</u>	<u>CIDB</u>
	June 1	June 1
2022	1.05	0.02
2023	1.10	0.02
2024	1.15	0.02
2025	1.20	0.02
2026	1.20	0.02

**PLEASE NOTE: RAISES WILL APPLY TO ALL RESIDENTIAL EMPLOYEES REGARDLESS OF THEIR CURRENT HOURLY RATE.**

\*If a contractual area does not supply adequate training, a contractor may submit a request to the Local JATC for reimbursement for the cost of training. This training must be from a reputable and credited training program, and must have been pre-approved by the Local JATC. The amount of the reimbursement will not exceed the amount that the contractor has contributed on the Company’s behalf.

— NOTES —

— NOTES —

— NOTES —

— NOTES —