The International Association of
Sheet Metal, Air, Rail and Transportation Workers
Local Union No. 40
and
SMACNA Connecticut, Inc.

Standard Form of Union Agreement
&
Addenda
&
Appendices

JULY 1, 2023 – JUNE 30, 2027

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Sheet Metal, Air, Rail and Transportation Workers
Local Union No. 40
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* * *

Covering the counties of:
Hartford, New Haven, Middlesex,
Tolland, Windham, New London in Connecticut
Fishers Island, New York
and the open area of:
Harwinton, Thomaston, Torrington, Watertown,
Plymouth and Litchfield in Litchfield County in Connecticut

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STANDARD FORM OF UNION AGREEMENT

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

Agreement entered into JULY 1, 2023
(Month) (Day) (Year)

by and between, SMACNA Connecticut
(Name of Contractor or Contractor's Association)

and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 40 of The International Association of Sheet Metal, Air, Rail, and Transportation Workers, hereinafter referred to as the Union for the counties of Hartford, New Haven, Middlesex, Tolland, Windham, New London in Connecticut, Fishers Island New York and the open area of Litchfield, Plymouth, Harwinton, Thomaston, Torrington, and Watertown in Litchfield County in Connecticut

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

ARTICLE VI

SECTION 1. The regular working day shall consist of as per Addendum I (___8___) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (__8__) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full-time or part-time labor

performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be as per Addendum I (1 1/2) times the regular rate. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Good Friday, Veterans Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as per Addendum I Item 3.

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

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

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of fifteen (15) miles employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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

ARTICLE VIII

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

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

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

1. Ventilators
2. Louvers
3. Automatic 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, registers
9. Sound attenuators
10. Chutes
11. Double-wall panel plenums
12. Angle rings

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

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area, then the minimum conditions of the home local union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

SECTION 9. Wages at the established rates specified herein shall be paid as per Addendum I in the shop or on the job at or before quitting time on as per Addendum I, Item 8 of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees, when discharged shall be paid in full.

SECTION 10. Journeymen, apprentices, pre-apprentices, and classified sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement.

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

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS or National Industry Fund) at the hourly rates set forth on Appendices A, B, C, D, or E, as applicable, for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151 -1209, or for the purpose of transmittal, through Sheet Metal Workers' Local No. 40 Fringe Benefit Office, 100 Old Forge Road, Rocky Hill, CT 06067.

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

and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

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

(b). The Employer shall pay to the Sheet Metal Industry Fund, Inc. (the local industry fund), (Appendix A and C) per hour for each hour (or portion of hour, as specified on Appendix A) worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

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

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

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

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

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents ($0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. This contribution is included as part of the National Funds contribution listed on Appendices A, B, C, D, and E. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefits, P.O. Box 79321. Baltimore, Maryland, 21279-0321
(Name of local transmittal office)

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents ($0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. This contribution is included as part of the National Funds contribution listed on Appendices A, B, C, D, and E. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through Sheet Metal Workers' National Benefits, P.O. Box 79321, Baltimore, Maryland, 21279-0321.
(Name of local transmittal office)

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents ($0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. This contribution is included as part of the National Funds contribution listed on Appendices A, B, C, D, and E. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Sheet Metal Workers' National Benefit Funds, P.O. Box 79321, Baltimore, Maryland 21279-0321.
(Name of local transmittal office)

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

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

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer as per Addendum III Section 1. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

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

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

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals as per Addendum III Section 1.

ARTICLE IX

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

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

ARTICLE X

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

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

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

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

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

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

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of 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 tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, 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) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board. *)

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

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such

party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

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

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

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

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

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

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

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

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

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

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

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

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

ARTICLE XI

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

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

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

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for

contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

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

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

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

First year	50%	Third year	70%
Second year	60%	Fourth year	80%

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

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

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

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

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

ARTICLE XII

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

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

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

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties.

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

ARTICLE XIII

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

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

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

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

SECTION 1. This Agreement and Addenda Numbers 1 through 30 attached hereto shall become effective on the FIRST day of JULY 2023 or as otherwise noted and remain in full force and effect until the THIRTIETH day of JUNE 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 by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

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

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

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

In witness whereof, the parties hereto affix their signatures and seal as of this FIRST day of JULY 2023.
(Month) (Year)

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON-UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

SMACNA Connecticut
(Specify Name of Association or Contractor)

By _____
(Signature of Officer or Representative)

MICHAEL THOMPSON
Print Name

Local Union No.40
of the International Association of
Sheet Metal, Air, Rail and
Transportation Workers

_____
Robert Butler – Council President

ADDENDUM I
WAGE RATES, WORKDAY, and INCREASES

1. The total contractual hourly obligation effective July 1, 2023, of the Employer is $2.50 per hour increase above the previously established rate. Future increments during the term of this Agreement are as follows:

July 1, 2024	$ 2.51*
July 1, 2025	$ 2.52*
July 1, 2026	$ 2.52*

*$0.05 from these increments will be added to the Local Industry Fund as follows:
2024 $0.01 2025 $0 .02 2026 $0.02

The complete breakdown of wages and fringe benefit contributions is contained in **(Appendices A-E)** of this Agreement.

2. The regular working day shall consist of EIGHT (8) hours labor in the shop or on the job between seven (7:00) a.m. and three-thirty (3:30) p.m. The regular working week schedule shall consist of five (5) consecutive eight (8) hour day's labor in the shop or on the job, beginning with Monday and ending with Friday of each week. There shall be no split shifts working in the shop or on the job site without prior approval of SMART Local Union No. 40 Regional Manager or Union Representative. Classroom instruction offered by and on the premises of the Sheet Metal Workers' Industry Apprentice and Training Fund shall not constitute regular working hours under this Agreement.

3. Overtime shall be paid at the rate of time and one half for all overtime with the exception of Sundays and holidays. Overtime for work performed on Sundays and holidays shall be at the rate of two (2) times the regular rate (double time).

4. The Union reserves the right, if they so desire, to allocate to the Health Fund, Pension Fund, Apprentice and Training Fund, Supplemental Retirement Fund, or any other existing funds, any monies from the increase due, or at any other such times as increments are called for in the Collective Bargaining Agreement. The Union also reserves the right to change the Work Assessment and the Organizing Fund increments provided the total hourly contractual obligation to the contractor does not change from what is called for in Section 1 of the Addendum.

5. All monies due under the provision of this Agreement shall be due and payable within ten (10) days of notification to the contractor of the allocations.

6. Failure to make payment of monies described herein within ten (10) days shall constitute a violation of this Agreement, and the Union shall have the right to strike said delinquent Employer, and said work stoppage shall not be a violation of this Agreement.

7. The Employer also agrees that all employees engaged in a work stoppage as described in the above clause shall be compensated in full for all time lost by the employees of the delinquent Employer.

8. Wages at the established rates shall be paid in the shop or job site before noon on Thursday. Should Thursday be a holiday, employees shall be paid on or before quitting time on Wednesday. Failure to pay by noon on Thursday will be compensated for by one (1) hour's pay or one (1) hour off with pay at the rate the employee is earning.

9. Any member that received an incorrect pay will be compensated for the incorrect amount not later than Friday in the same workweek that the shortage occurred.

10. The Employer agrees that there will be no shutdown of his/her operation in either shop or job site on the day immediately following a holiday between Monday and Friday of any week unless:

    a) Journeypersons and apprentice members employed by the Employer, vote at a **secret ballot** election held in the shop, and on each individual job, and conducted by the Shop Steward and/or the Job Steward, **not to work on said day.**
    b) If the vote at a **secret ballot** election is taken in a timely manner, and some jobs **vote to shutdown,** including the shop, then the employees who voted to work may be assigned to work on projects that will remain open.
    c) The General Contractor shuts the job down.
    d) There is no work available in the shop or on the job site.

ADDENDUM II
LAYOFF PROVISIONS

1. The Contractor shall be obligated to provide SMART Local Union #40 notification of a layoff for any Local #40 member. The Employer shall be obligated to provide the Local #40 member with one (1) hour notification of a layoff and shall provide the employee the opportunity to leave the job site or shop at that time with the understanding that the employee will be paid in full for the full day's wages on the day the layoff occurs.

2. When employees are selected to be laid off, they must be paid in full, or they cannot be laid off. They will continue to report to work the next day and any and all other days until all wages are paid in full (excluding Saturdays, Sundays, and Holidays). Any violation of the section shall be subject to review and decision by the Joint Adjustment Board.

3. Contractors will provide a list of all members, either faxed on company letterhead or transmitted by official company email, employed by the contractor by the close of business each Friday if changes in employment are made. If no changes in employment of any member are made then it is understood the previously submitted list of members

employed is still valid. Contractors are still obligated to notify the Union Hall of lay offs to members that occur on any day except Friday when the company list will be sent.

ADDENDUM III
HEALTH FUND, PENSION FUND, SUPPLEMENTAL RETIREMENT FUND, LABOR MANAGEMENT COOPERATION FUND AND OTHER FUNDS AS PER AGREEMENT

1. Contributions shall be due and billed as provided in Addendum III of this Agreement and the Employer agrees to be subject to and incorporate by reference herein all Trust Agreement provisions and Trust Fund rules, including those on bonding, collection, delinquency, and the Union's work stoppage authority, all as described in said Addendum III.

   The Employer agrees to accept and be bound by (1) the Agreement and Declaration of Trust under which each fringe benefit trust fund to which it contributes is maintained, the terms of which Agreement and Declaration of Trust are incorporated by reference as part of this Agreement, and (2) all rules and regulations of each of those fringe benefit trust funds regarding the collection of contributions, including but not limited to rules on posting of cash or surety bonds, auditing of employer records to verify monthly fringe benefit contributions due, and payment of contributions, interest, costs of collection including the funds' attorney fees, and penalties.

   In the event that an Employer is delinquent in the payment of the contributions or fails to post the required cash or surety bond, the Trustees of the respective funds may require the Employer to make contributions to the funds on a weekly or bi-weekly schedule. The trustees and the Local Union may also require employers who are based outside of the jurisdiction of Local Union #40 to make contributions and reports on a weekly basis, without regard to the payment history of any such employers. There will be a single check disbursement for all Local Union #40 fringe benefit payments.

   A contributing Employer to the Sheet Metal Workers' Local No. 40 Health Fund, Pension Fund, Apprentice and Training Fund, Local No. 17 Annuity Income Fund, Sheet Metal Workers' International Association Pension Fund, National Training Fund to the Sheet Metal and Air Conditioning Industry, Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States, Sheet Metal Industry Fund, Inc., National Energy Management Institute, Sheet Metal Occupational Health Institute Trust, Stabilization Agreement of the Sheet Metal Industry, SMART Local Union #40 Office Assessment, Local Union #40 P.A.C., P.A.L., Labor Management Cooperation Fund, F.F.C., and Sheet Metal Scholarship Fund shall be considered delinquent if the monthly payments for the above mentioned funds are not paid on or before the twentieth (20^{th}) day of the month following the month for which payment is due. A delinquent Employer shall be charged interest determined by the Trustees of the respective funds, not to exceed a maximum legal rate per month on the unpaid balance. In the event that a delinquent account is referred to an attorney for collection, a reasonable attorney's fee shall be added to the principal and interest due thereon.

The Union may engage in a work stoppage against any Employer who shall fail to make any payment of fringe benefits once in any twelve month period due under the terms of this Agreement and such work stoppage shall not constitute a violation of this Agreement, and all time lost by all employees shall be compensated by the delinquent Employer.

2. Local Health Fund. The Employer shall pay monthly to the Sheet Metal Workers' Local No. 40 Health Fund at the rate of **(Appendixes A, B, D and E)** per hour for each hour worked by all journeypersons, at the rate of **(Appendix A)** per hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites, and at the rate of **(Appendix C and D)** per hour for each hour worked by other SMART Local Union #40 apprentices in his/her employ. Such contributions shall be forwarded by the Employer to the Sheet Metal Workers' Local No. 40 Health Fund no later than the twentieth (20th) day of the following month for which contributions are made.

The Employer shall pay monthly to the Sheet Metal Workers' Local No. 40 Health Fund (a) , at the rate set by the Health Fund Trustees, for each hour worked by each pre-apprentice employed by the Employer, provided that the new rate will not take effect until at least 30 days after the Employer has received written notice of the new rate, and (b) at the rate of **(Appendix C)** per hour for each hour worked by each apprentice employed by the Employer who started as a pre-apprentice and has not yet become eligible for active members' benefits under the Health Fund.

Those contributions shall be used to provide health benefits to pre-apprentices, but not for their families, in such amounts, at such times and on such terms as may be determined by the trustees of the Health Fund.

3. Local Pension Fund. The Employer shall pay monthly to the Sheet Metal Workers' Local No. 40 Pension Fund at the rate of **(Appendix A and B)** per hour for each hour worked by all journeypersons, at the rate of **(Appendix A)** per hour for each hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites, and at the rate of **(Appendix C)** per hour for each hour worked by other SMART Local Union #40 apprentices in his/her employ. Such contributions shall be forwarded by the Employer to the Sheet Metal Workers' Local No. 40 Pension Fund no later than the twentieth (20th) day of the month following the month for which contributions are made.

4. Sheet Metal Workers Local 17 Annuity Income Fund at the rate of **(Appendix A,B,D and E)** per hour for each hour worked by all journeypersons, at the rate of **(Appendix A)** per hour subject to applicable legal limits for each hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites, and at the rate of **(Appendix C and D)** per hour for each hour worked by other SMART Local Union #40 apprentices in his/her employ. Such contributions shall be forwarded by the employer to the Sheet Metal Workers Local 17 Annuity Income Fund no later than the close of business on or before the fifteenth (15th) day of the second month following the month in which the hours were worked.

5. Equity (Labor Management Cooperation) Fund. A. For all work on and after July 1, 1998, the Employer shall pay monthly to the SMART Local No. 40 Labor Management

Cooperation Fund at the rate of **(Appendix A or B)** per hour for each hour worked by all journeyperson Sheet Metal Workers in his/her employ and at the rate of **(Appendix A)** per hour for each hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites. Such contributions shall be forwarded by the Employer to the SMART Local No. 40 Labor Management Cooperation Fund, in care of the **Business Office of SMART Local Union #40, 100A Old Forge Road, Rocky Hill, CT 06067**, no later than the twentieth (20th) day of the month following the month for which contributions are made.

B. The Employer agrees to be subject to and incorporate by reference herein provisions of the SMART Local No. 40 Labor Management Cooperation Fund Trust Agreement and all Trust Fund rules, including those on bonding, delinquency, and the Union's work stoppage authority, all as described in said Trust Agreement rules or in Addendum III of this Agreement.

6. The Employer shall report hours worked in the previous month by the seventh (7th) of each month. Monies due per the monthly bill from the Sheet Metal Workers' Local No. 40 Fringe Benefit Office are due and payable by the twentieth (20th) of each month for all hours worked by all covered employees and should be sent to the **Sheet Metal Workers' Local No. 40 Fringe Benefit Fund Office, 100 Old Forge Road, Rocky Hill, CT 06067.**

7. National Pension Fund. The Employer shall pay monthly to the Sheet Metal Workers' International Pension Fund at the rate of **(Appendix A-E)** per hour for each hour worked by all journeypersons and apprentice Sheet Metal Workers in his/her employ. Such contributions shall be forwarded to the Sheet Metal Workers' International Pension Fund no later than the twentieth (20th) day of the month following the month for which contributions are made. The Employer agrees to remit payments to the **Sheet Metal Workers' National Benefits Fund, P. O. Box 79321, Baltimore, MD 21279-0321** for each employee covered by the said Collective Bargaining Agreement according to the Standard Form of Participation Agreement.

8. Notwithstanding any other provisions of this Agreement, for the purpose of the provisions of Addendum III, Health Fund, Pension Fund and Sheet Metal Workers' Local No. 17 Annuity Income Fund Contributions, regarding contributions by the Employer to the Sheet Metal Workers' Local No. 40 Pension Fund (the "Pension Fund"), to the Sheet Metal Workers' Local No. 17 Annuity Income Fund and to each other local or national fringe benefit fund referred to in this Addendum III, persons in the employ of the Employer who qualify as "Sheet Metal Superintendents" shall be members of the bargaining unit and shall be covered by this Agreement. The term "Sheet Metal Superintendents" shall include each person who is a member of the Union working in a capacity, which contributes, to the sheet metal trade and the work covered by this Agreement.

Contributions for Sheet Metal Superintendents shall be subject to the administrative rules of the Funds regarding acceptance or return of contributions, as the fund may deem

necessary to protect its status for tax purposes, reporting of contributions and auditing of payroll records.

9. To ensure uniform compliance with the Wage and Fringe Benefit provisions of this Agreement, the parties agree that a Representative of the Union/Management, or any auditor designated by the Union/Management shall have the right to review all payroll, monthly fringe benefit reports (for either or both home and job site local), time tickets, etc. necessary to validate compliance with the wage equalization provisions of this Agreement.

   Such review shall be made only after written notice to the individual employer under review and shall not unduly interfere with the operation of the employer. This requirement shall be applicable to all contractors bound by the Collective Bargaining Agreement, including out-of-town contractors who perform work in the area under a Participation Agreement or Reciprocal Agreement.

10. Solely for the purposes of creating an historical record, the parties acknowledge that in a document labeled Amendment to and Extension of Agreement executed by the Union on November 2, 2009, they agreed to dedicate to the Local Pension Fund contributions that would otherwise be made to the Local Pension COLA, the Equity Fund Lab/Man. Cooperation Fund, the Local Apprentice and Training Fund, and the Local Industry Fund on one-eighth of all hours worked under this Agreement between November 1, 2009 and June 30, 2010, as shown on the Appendix A in effect at that time.

11. The parties to this Agreement recognize that the Local Health Fund, the Local Pension Fund, and the Sheet Metal Workers' Local No. 17 Annuity Income Fund may choose to be bound by Reciprocal Agreements that require the transfer of contributions from those Funds to fringe benefit funds maintained in or for members of an individual's "Home Local" union and agree that transferring of contributions in compliance with any such Reciprocal Agreement will not be deemed a violation of this Agreement.

ADDENDUM IV
TRAVEL EXPENSE

Travel pay shall be paid at the Internal Revenue Service Standard Rate per mile, for all miles over fifteen (15) miles. This will be a true free zone with no travel paid inside the fifteen (15) mile zone. Maximum travel expense per day will not exceed ten dollars and fifty cents ($10.50) within the border of Connecticut.

Example: If the job site is eighteen (18) miles from the employee's home or shop, whichever is closer, mileage would be 18 miles minus the 15-mile free zone equals 3 miles times the adjusted rate per mile times 2 ways (back and forth).

(A) Travel expense rate per mile will be reviewed on January 1st of each year of this Agreement and will be adjusted to meet the Internal Revenue Standard Rate.

(B) All miles shall be measured in miles actually traveled by the shortest practicable route.

(C) The Employer agrees to pay all tolls paid by each employee traveling over the shortest practicable route to the job. No tolls shall be paid by the Employer when the job is within the fifteen (15) mile free zone.

(D) No man shall be permitted to ride on any truck except in the cab of said truck, or when the truck is equipped to carry passengers according to the state law.

(E) Any employee going to a travel job (over 15 miles) required to report to the shop to pick up a vehicle before working hours will be paid full Travel for all miles traveled. (No Free Zone and no $10.50 per day cap)

(F) Any employee required to report to the shop going to a non-travel job (less than 15 miles) will be considered on the clock at the start of their workday and will report back to the shop by the end of their workday.

(G) Any employee required to report to a project outside of Connecticut, in addition to the compensation listed above, shall be compensated for all miles paid at the IRS established rate one way.

ADDENDUM V
ROOM AND BOARD

1. Room and Board will not be paid within the jurisdiction of Local Union #40.

2. Room and Board, both of good quality, shall be paid for by the Employer on a seven (7) day basis to all employees actually rooming and boarding at or near a job site.

3. A sum posted on the GSA.Gov/Per Diem Rates to meet expenses shall be advanced to all employees sent out on Room and Board jobs.

4. Employees traveling to and from a Room and Board job shall be compensated at the Internal Revenue Service Standard Rate per mile at the start of the job, completion of the job, any interruption of the job, or the Employer shall furnish good quality transportation to and from the job.

ADDENDUM VI
UNION STEWARDS

1. The Union Steward, on the job or in the shop, shall be appointed by the Business Manager.

2. A Steward in the shop shall have three (3) years of employment with the Employer to be eligible unless there are no other journeypersons available.

3. Each such Steward, if qualified to perform the work, shall be the last person to be discharged from any shop or jobsite. On a jobsite project only, and with permission from the Business Manager or Business Representative, a Union Steward may be discharged in the event the crew size is down to the existing project Foreman, the Union Steward and one apprentice.

4. The Union Steward shall not be discriminated against, transferred from the job site or shop without the permission of the Regional Manager or Business Representative or discharged for the performance of duties as such working steward.

5. Any dispute arising over the interpretation of this Section shall be subject to adjustment under the provisions of ARTICLE X of the Standard Form of Union Agreement within forty-eight (48) hours.

   (a) It is further agreed that there shall not be work or compensation stoppage for the Steward until such meeting is held and a decision is made.

6. No Steward shall have the authority to stop any work.

7. The Steward, if qualified to perform the work, shall be employed on all overtime worked in the shop or on the job where he/she is acting as Steward. However, the Steward shall not replace any employees already working on the job, whether in the shop or on the job.

8. The Employer shall be notified by the Union when Stewards are appointed.

9. The Stewards, both in the shop or on the job, shall be the first person other than the Foreman to return to work in the shop or on the job after a layoff or temporary interruption of work, which consists of less than thirty (30) regular working days, unless the Steward is elsewhere employed at the time work resumes.

10. The Shop Steward will be provided information on territories of jobs, job numbers, and local union areas.

ADDENDUM VII
FOREMEN (MEN/WOMEN)

1. It is mutually agreed that the minimum pay for Foremen (Men/Women) shall be paid at four percent (4%) per hour over the total package. Also, that General Foremen (Men/Women) shall be paid at seven percent (7%) per hour over the total package on all wage rates.

2. Any or all foremen (Men/Women) shall be a Sheet Metal journeyperson, and NOT from another craft.

3. All Contractors working within the jurisdiction of Local #40 signatory to any Sheet Metal Workers' International Association and Standard Form of Agreement, shall employ at least one (1) journeyperson member of Local #40 as a Foreman (Man/Woman).

4. The ratio of Foremen is as follows:

   1 Foreman to 5 Journeymen. The ratio shall remain the same as additional Journeyman are on the jobsite.

5. The ratio of General Foremen is as follows:

   For every sixteen (16) sheet metal workers on a job site, not including the foremen, a General Foreman will be appointed to oversee the project.

6. Employers agree that all General Foremen and Foremen are covered by all terms and conditions of the Collective Bargaining Agreement.

6. Nothing in the language shall be construed to mean that the Contractor cannot pay more than the agreed percent for General Foremen and Foremen.

ADDENDUM VIII
OWNER/MEMBER PROVISION

1. Bargaining unit employees hereunder shall include Owner/Members, defined to mean employees of incorporated employers who: (a) are officers, directors, or majority stockholders, (or spouses, children of officers, directors or majority stockholders) of an incorporated employer, and (b) perform work covered by the terms of this Agreement, and (c) are listed on a registration statement filed with the Sheet Metal Workers' Local No. 40 Funds Office. Contributions on behalf of owner/members shall be made to the Sheet Metal Workers' Local No. 40 Health Fund, the Sheet Metal Workers' Local No. 40 Pension Fund, the Sheet Metal Workers Local No. 17 Annuity Fund, the Sheet Metal Workers' Apprentice and Training Fund, and the Sheet Metal Industry Fund, Inc. for all hours on and after November 1, 1996 for which the owner/member is paid or entitled to payment, except the minimum number of hours on which contributions are made for work after 2006 shall be:

   (A) Forty (40) hours per week, for at least 50 weeks per calendar year of employment, or
   (B) One Hundred (100) hours per month, for a first-time owner/member during his company's first twenty-four (24) months as a contractor signatory to a collective bargaining or participation agreement in the sheet metal industry anywhere in the United States.

   A first-time Owner/Member is an individual employed by a company that has been a signatory contractor for less than twenty-four (24) months, and who has never before been contributed on as an Owner/Member to said Health, Pension, Supplemental Retirement, Apprentice and Training, or Industry Funds and all Local Union Funds.

   For work on and after January 1, 2007, in no event will an Owner/Member be entitled to hours, eligibility, contributions, or pension credit under said Health, Pension, or Supplemental Retirement Funds unless contributions are actually made on such Owner/Member's behalf.

   A 24-month period that has not expired by January 1, 2008 will be extended to December 31, 2008 (and thereafter the 24-month period may be extended, for periods and under conditions established in the discretion of the Boards of Trustees of said Funds), for a company while it has only one Owner/Member, has no employees, and is current on all contributions and interest due to and on all settlement agreements with said Funds. The extension will end immediately if such a company hires an employee or brings in another owner, or becomes delinquent in any contributions, interest, or settlement agreement installments due to said Funds.

2. Owner/members are those who perform work covered by the terms of this Agreement and are listed on the registration statement filed with Sheet Metal Workers' National Pension Fund. Contributions on behalf of owner/members shall be made to the National Pension Fund for all hours for which the owner/member is paid or entitled to payment. In

any event, however, no less than minimum regular hours per week as required by this Agreement for all bargaining unit employees shall be paid. The term "minimum regular hours per week" shall be defined as the number of hours per week for which an employee received straight time wages.

3. The signatory contractors who fall under the category of owner/member shall be subject to special rules and provisions established from time to time by the trustees of SMART Local Union #40 Fringe Benefit Funds that are applicable only to this classification of signatory contractors.

ADDENDUM IX
SHEET METAL INDUSTRY APPRENTICE AND TRAINING FUND

1. The Employer shall pay monthly to the Sheet Metal Workers' Industry Apprentice and Training Fund at the rate of **(Appendix A or B)** per hour for each hour worked by all journeypersons, at the rate of **(Appendix A)** per hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites, and at the rate of **(Appendix C)** per hour for each hour worked by other SMART Local Union #40 apprentices in his/her employ. Such contributions shall be forwarded by the employer to the Sheet Metal Industry Apprentice and Training Fund no later than the twentieth (20^{th}) day of the following month for which contributions are made. This Fund shall be used to conduct programs of Industry Education, and Training, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical skills and job opportunities for journeypersons and Apprentice Sheet Metal Workers. Such Fund shall be administered and controlled jointly by a committee of an equal number of Employer and Union Trustees as provided by Section 302(c) of the Taft-Hartley Act.

2. There shall be instituted a four (4) year Apprenticeship Training Program for all apprentices. All Local Fringe Benefits for all apprentices will be pro-rated by the percentage of earnings in the Apprenticeship Program **(Appendix C).**

3. It is mutually agreed that the 3 to 1 Apprentice ratio shall not be exceeded in either shop or job site.

4. The parties to this Agreement hereby agree that the Sheet Metal Industry Apprentice and Training Fund shall be permitted to require all students, whether apprentices, pre-apprentices, or journeypersons, to sign "scholarship loan agreement" documents requiring the student to pay and repay the Fund an amount equal to all or a portion of the cost of training programs and supplies available to that student if the student withdraws voluntarily or involuntarily prior to completing the Fund's standard curriculum or withdraws voluntarily or involuntarily from the Union at any time before or after completing that curriculum. The purpose of this provision is to satisfy the requirements for the exception contained in Section 31-51r(c)(4) of the Connecticut General Statutes, to the extent it is deemed applicable despite the fact that students are not employees of the Fund.

ADDENDUM X
AIR HANDLING EQUIPMENT

1. In the temporary operation of this equipment (fans, blowers) in a new building or addition to an existing building shall be the jurisdiction of SMART Local Union #40.

2. If the equipment is accepted by the owner or their representative, the Union agrees to relinquish their jurisdiction.

3. Where other mechanical trades relinquish their jurisdiction over temporary operation of the equipment, the Union agrees to also waive this requirement.

ADDENDUM XI
SHIFT WORK

1. 15% increase of money in envelope ~ 2nd shift.
   20% increase of money in envelope ~ 3rd shift.
   15% Increase of money in envelope for any single shift outside the regular working Day as described in Addendum 1 Section 2.

   Shift work to be considered Monday through Friday only, with a minimum of three (3) days. Any signatory contractor to this Agreement may utilize their existing work force for the 2nd or 3rd shift. If the employer utilizes existing employees for the 2nd or 3rd shift, they must replace that employee from the Union Office for the 1st shift. The Employer will have the right to refuse the first referral. Foremen (men/women) for shift work shall be supplied by the employer. Referral employees shall remain employed until an equal reduction in the workforce from the 2nd or 3rd shift takes place. Notwithstanding the foregoing, it may be necessary to schedule work and it may be performed in a manner that causes the least disruption to the project. Therefore, the purpose is that a second shift and/or third shift may be established as the first shift. This may require an adjustment of the starting time of those shifts – only with documentation of bid conditions and with the permission of the Regional Manager and or Union Representative.

2. Shift work provisions for Addendum XXVIII work shall be the same shift work provisions applicable in this Addendum.

ADDENDUM XII
REFERRAL SYSTEM

Every 5th new hire will be referred to the Contractor by SMART Local Union #40 Business Office. The Contractor will have the right to refuse the first referral. After the first referral, and in the event the Contractor and the local union cannot agree on acceptance of a referral by the local union, the matter will be referred to the Local Joint Adjustment Board for resolution.

ADDENDUM XIII
PRODUCTION WORK

The Employer who desires to engage in production work in his/her shop shall be subject to the terms of this Agreement unless he/she shall negotiate with the Union a plan or agreement which will modify or amend the terms of this Agreement.

ADDENDUM XIV
MISCELLANEOUS

1. Any Contractor working within the jurisdiction of Local Union #40 shall provide a suitable shanty on all job sites where there are over ten (10) employees for thirty (30) days or more. The shanty shall be heated during the months of November through March if job conditions can support an approved heat supply.

2. There will be a ten (10) minute coffee break between the hours of 7:00 A.M. and 12:00 P.M.

3. Parking shall be paid by the Employer upon presentation of stamped receipt for parking expense. Parking will be paid on the basis of the least expensive parking available where the job site is located.

4. It is mutually agreed that all employers shall provide adequate tool chests or sheds on the jobs in the field, so that Employer's and employee's tools can be safely and reasonably stored when not in use. If the company's tool chest or shed is broken into and personal tools and toolboxes are stolen, in order to be eligible for tool replacement under the terms of this agreement, a police report indicating the stolen items must be filed with the local police department.

   - Only those tools specified below under minimum tools required will be eligible for replacement under this addendum.
   - Tool replacement shall not exceed $300 per employee.
   - Employees are responsible for replacement of tools and reimbursement for lost tools will be made to the employee by the employer upon submittal of receipts for the purchase of stolen tools. Where agreeable, the employer may reimburse the tools lost directly to the employee by replacing the stolen tool with a like or similar tool.

MINIMUM TOOLS REQUIRED

Sheet Metal Hammer	8" x ¼" Screwdriver
8" Adjustable Wrench	Vice Grips (2)
Scratch Awl	12" Combination Square
Right and Left Snips	6' Folding Ruler
25' Tape Measures	Sheet Metal Bulldog Shears
Hack Saw	Plumb Bob

Felt Marking Pen	Bending Tongs
Toolbox with Lock	Drift (Lineup) Pin
Channel Lock Pliers	5/16" Nut Driver
Torpedo Level	Keyhole Saw
Allen Wrench Set	Tool Pouch / Apron

5. If an Employee is instructed to load a vehicle, they will be considered on the clock and paid their hourly wage from that time.

6. If an Employee is required to be transported to the jobsite from a designated area, there will be an equal amount of time given from the Employer and the Employee.
Example: If an Employee is required to be at the designated area 15 minutes prior to starting time, they will leave the jobsite 15 minutes early.

7. The Employer will provide first aid kits on all job sites and shop areas.

8. It is mutually agreed that journeypersons and apprentice sheet metal workers shall abide by all OSHA regulations.

9. It is mutually agreed that safety job box meetings will be held.

10. The Business Representatives of the Union shall have the privilege, at all times, of going through shops, premises, or buildings where work is being performed in order to examine the cards of members employed there and transact any other business he/she may have to perform.

11. It is agreed that this Agreement shall not be entered into with any but duly recognized sheet metal contractors. A duly recognized sheet metal contractor shall be interpreted to be any sheet metal contractor capable of performing work covered in Article I, Section 1 of the Standard Form of Union Agreement.

12. Computer language ~ The preparation of all required forms or computer take-off sheets taken from architectural and engineering drawings or shop and field sketches, the inputting of information into the computer after it has been prepared shall be the responsibility of the sheet metal workers. The operation of the cutting table, including the installation of punch tapes, shall be the responsibility of the sheet metal workers.

13. In the event that the Employer or Contractor is not subject to the Unemployment Compensation Act of the State of Connecticut, he/she shall voluntarily subject themselves to the provisions of said Act as provided therein, and he/she shall continue to be subject to its provisions throughout the life of this Agreement.

14. The Employer or Contractor agrees that he/she shall carry Workers' Compensation throughout the life of this Agreement as specified in the statutes of the state of Connecticut, regardless of the number of employees. The Employer shall cause

certificates of liability to be filed with the Union by an insurance carrier recognized to do business in the state of Connecticut.

15. Whenever possible, the Contractor shall post the wage rates for any Resolution #78 conditions on the job site and must post the wage rates in the shop.

16. No journeyperson or apprentice shall be required to go through a legally established picket line. No employee shall be disciplined or discharged for such refusal.

17. The Employer agrees to employ only Union sheet metal workers for the intermittent operation of electrical hoists used for any work described in Article I, Section 1 of the Standard Form of Union Agreement.

18. When air pollution control systems are fabricated and installed for the purpose of removing air pollutants, excluding HVAC systems within the jurisdiction of the SMART Local Union #40, the higher wage scale of the jobsite union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

19. It is mutually agreed that no personal electronic devices i.e., cell phones, iPad, iPod, music players ect., will be allowed to be used at any time on the jobsite or in the shop during working hours (excluding lunch breaks).

    If a member is found using a personal electronic device the following disciplinary procedure will be followed:

Step 1 – 1st offense	Written warning a copy of which must be sent to the Union office.
Step 2 – 2nd offense	Written warning a copy of which must be sent to the Union office.
Step 3 – 3rd offense	Possible termination with good lay off slip.

    All offenses must occur within a six-month period at a single employer and the Union office must be notified about each offense to be considered valid. Any violation that is more than six months old must be removed from the employee's record and any remaining violations (if applicable) will be moved up to a lesser step in the procedure.

    Electronic devices supplied by the contractor may be used by the employees for business-related calls. The Union office will be supplied with an accurate list of names and phone numbers for any employee that is issued a company phone.

    Job or shop stewards may use their electronic devices for communications with the Business Manager or Business Representatives about jobsite issues that either party need to be made aware of.

    Emergency situations where immediate access to electronic devices is required must be authorized by the project Foreman as well as the Business Representative covering the area.

ADDENDUM XV
PROJECT REPORTING FORMS

1. The Employer agrees that they will report to the Union Office all projects undertaken on the forms provided by the Union for that purpose.

2. Reporting forms will contain the following information:

   Job name and location
   General contractor
   Mechanical contractor
   Description of work
   Private or public sector

3. Reporting forms will be submitted to the Union office (Fax or Mail) before the start of the project.

ADDENDUM XVI
STABILIZATION AGREEMENT OF SHEET METAL INDUSTRY

1. It is agreed that the Employer shall make monthly payments of an amount equal to three percent (3%) of the gross earnings of each employee subject to this Agreement to the National Stabilization Agreement of Sheet Metal Industry (SASMI). Gross earnings, for the purpose of this Agreement, shall mean (a) total wages paid to an employee by the Employer which is reportable by the employee for Federal Income Tax purposes, and (b) any and all contributions paid by such Employer on behalf of the employee to a Pension, Supplemental Retirement, and/or Health Fund.

2. The Employer agrees to adopt the National SASMI Trust as presently constituted and as the same may be amended from time to time, to be bound by all rules and regulations of the plan as adopted by the Trustees, as presently existing and as the same may be amended from time to time, and to sign the Standard Participation Agreement prescribed by the Trustees as a condition of becoming party to and participant in such Trust.

3. The Employer shall pay the (3%) of the gross earnings based on (a & b) of Section one (1) of this addendum to the Stabilization Agreement of the Sheet Metal Industry Fund at the rate of **(Appendix A or B)** per hour for each hour worked by all journeypersons at the rate of **(Appendix A)** per hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites, and at the rate of **(Appendix C)** per hour for each hour worked by other SMART Local Union #40 apprentices in his/her employ. Such contributions shall be forwarded by the employer to (SASMI) no later than the twentieth (20th) day of the month following the month for which contributions are made. The employer agrees to remit payment to **Sheet Metal Workers' National Benefits Fund, P. O. Box 79321, Baltimore, MD 21279-0321.**

ADDENDUM XVII
SCHOLARSHIP FUND

The Employers will contribute to the Scholarship Foundation, Inc. one cent ($0.01) per hour for each hour worked by each employee of the Employer covered by this Agreement. This contribution is included as part of the National Funds contribution listed on Appendices A, B, C D, and E. Payment shall be made before the twentieth (20th) day of the succeeding month and shall be remitted to the **Sheet Metal Workers' National Benefits, P.O. Box 79321, Baltimore, MD 21279-0321.**

ADDENDUM XVIII
UNION OFFICE ASSESSMENTS

The Employer shall deduct Union Office Assessments **(Appendix A, B, D and E)** for each hour worked for all journeyperson sheet metal workers in their employ and shall deduct Union Office Assessments **(Appendix C)** for each hour worked by all registered apprentices working on Davis-Bacon (Prevailing Wage) job sites and by other SMART Local Union #40 apprentices in his/her employ. The Union reserves the right to allocate and administer **(Appendix A, B, C, D and E)** from the Union Office Assessment for whatever is determined by the Union for the Youth-to-Youth Program (Organizing Fund). This deduction shall be made from envelope wages and shall be forwarded to the **Business Office of SMART Local Union #40, 100A Old Forge Road, Rocky Hill, CT 06067**, no later than the twentieth (20th) day of the month following the month for which contributions are made.

ADDENDUM XIX
P.A.L.

The Employer agrees to honor political contribution deduction authorizations from its employees who are Union members. A form will be provided for the member by the Local Union for this purpose. This deduction of $0.05 for each hour worked from the envelope wages shall be forwarded to the **Business Office of SMART Local Union #40, 100A Old Forge Road, Rocky Hill, CT 06067** no later than the twentieth (20th) day of the month following the month for which contributions are made.

ADDENDUM XX
SMART LOCAL UNION #40 P.A.C.

The Employer agrees to honor political contribution deduction authorizations from its employees who are Union members. A form will be provided for the member by the Local union for this purpose. This deduction of $0.02 for each hour worked from the envelope wages shall be forwarded to the **Business Office of SMART Local Union #40, 100A Old Forge Road, Rocky Hill, CT 06067** no later than the twentieth (20th) day of the month following the month contributions are made.

ADDENDUM XXI
INTEGRITY CLAUSE

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

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

3. Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that he/she is not a "bad – faith Employer" as such term is defined in Section 1, hereinabove and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a "bad – faith Employer". Failure to give timely notice of being or becoming a "bad – faith Employer" shall be viewed as fraudulent conduct on the part of such Employer.

4. In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of $500.00 per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provision of SFUA Article X.

ADDENDUM XXII
RECOGNITION CLAUSE

Following a demand by the Union for recognition as a 9(a)-majority collective bargaining representative, the Employer recognizes the Union as a Section 9(a) majority collective bargaining representative for all sheet meal employees performing unit work based upon a showing by the Union or an offer by the Union to show evidence that the majority of the employees authorize the Union to represent them in collective bargaining.

ADDENDUM XXIII
SUB-CONTRACTING

1. The Employer shall not sub-contract, sublet, delegate, or assign to any firm, individual or corporation outside the jurisdiction of the Union, any work covered under Article I, Section 1 of the Standard Form of Union Agreement, except with the written consent of the Union.

2. When signatory contractors in the Local Union #40 area sub-contract to other signatory contractors (in the jurisdiction of SMART Local Union #40) they will be required to provide notification of such sub-contracting to the Business Manager or the Business Agent of the Local Union. Nothing in this language shall be construed to mean that the Contractor must obtain permission to sub-contract. The objective of this language is solely for purposes of advising the local union that sub-contracting work to other signatory contractors is taking place.

ADDENDUM XXIV
FAVORED NATIONS CLAUSE

Should it be found that more favorable conditions exist for work to be performed within jurisdiction of SMART Local Union #40, then said conditions shall be made available to all signatory contractors performing work of a similar nature. The conditions of the Favored Nations Clause shall be applicable to all categories of work covered under the terms and conditions of this collective bargaining agreement.

ADDENDUM XXV
NON-DISCRIMINATION POLICY

There shall be no discrimination in the referral, hiring, placement, classification, upgrading, layoff or termination of employment of any person by reason of race, creed, color, sex, national origin, membership, or non-membership in the Union.

ADDENDUM XXVI
ARCHITECTURAL/SHEET METAL MAKE-UP DAY

With respect to the Architectural/Sheet Metal Work performed under this Agreement, the following terms and conditions shall apply:

A) Effective October 1st through May 15th of each year, a "Saturday Make-Up Day" will be provided for Local Union #40 employees of Local Union #40 area Architectural Sheet Metal contractors only, who lose in the field, eight (8) or more hours in a given work week due to inclement weather.

B) Resolution #78 will be available through the Local Union #40 Business Manager or Agent between May 16th and September 30th of each year for a

make-up day in the field for projects within the Local Union #40 jurisdiction only.

C) The rate of pay on such "Saturday Make-Up Day" shall be at the rate of time and one half for the first four hours of the day, and straight time for the next four hours of the day.

D) The "Saturday Make-Up Day" shall be a full eight (8) consecutive hours. Employees working on the project for which a "make-up day" is required shall be given the first opportunity for working the "make-up day." No employee shall be penalized in any fashion for refusal to work on the "Saturday Make-Up Day."

ADDENDUM XXVII
TESTING AND BALANCING

Testing and balancing uses a specialized field of Local Union #40 employees, therefore all aspects of the Union Agreement as written for sheet metal workers may or may not apply to testing and balancing employees and the testing and balancing contractors. There are certain areas, especially as follows, that should be incorporated since they apply strictly to the testing and balancing employees and the testing and balancing contractors:

1. The regular working day shall consist of eight (8) hours labor on the job site between 6:00 A.M. and 6:00 P.M.

2. Testing and balancing apprentices will adhere to the specialized apprentice program as established by the JATC and the testing and balancing JATC subcommittee. The JATC, apprentices, and contractors will adhere to the typical work experience and related training as per "Connecticut State Apprentice Council Testing and Balancing Technician DOT #007.181.010" as submitted and approved.

3. Apprenticeship ratio typically is 1:1 for testing and balancing contractors since the majority of projects require only one technician and thus any training of apprentices would be a one-to-one basis. The requirement for apprentices is usually based upon the project size and the future requirements for trained testing and balancing technician journeypersons.

4. Travel expenses for employees of testing and balancing contractors shall be as follows:

   The Testing and Balancing employer agrees to compensate employees driving their personal vehicle at the Internal Revenue Service Standard Rate per mile each way for all miles traveled from shop to job, or home to job, whichever is less. The schedule is based on a full eight (8) hour day on the job or in the shop.

Travel expense will be revised on January 1st of each year of this Agreement with rate per mile adjusted to meet the Internal Revenue Service Standards.

It shall be permissible for the employee to transport the instruments, tools, balancing devices, and a stepladder necessary to perform the balancing procedures, in the employee's vehicle. Said instruments and tools are to be provided by the Employer except those set forth as hand tools in Addendum XIV of this Agreement. Each employee shall sign out for the instruments and shall be fully responsible for their return when not in use.

The Contractor may furnish employees with contractor owned vehicles. Employees furnished with Contractor owned vehicles that are used daily for traveling from home to job or shop and from job or shop to home shall not be paid mileage providing the Contractor pays all expenses for that vehicle. The full eight (8) hour day on the job still applies.

5. Testing and Balancing Apprentice Rate schedule is as follows:

1st Year	60%
2nd Year	70%
3rd Year	80%
4th Year	90%

Testing and Balancing Apprentices shall not be eligible to advance to the 4th Year 90% rate until they have successfully completed the Tabb Certification written exam. To be eligible to receive 100% of the journeyman wages, Testing and Balancing Apprentices must successfully complete either the Tabb Certification practical exam or the State of Connecticut License exam. Once a Testing and Balancing Apprentice has successfully completed the Tabb Certification practical exam, they will receive a $.25 per hour increase above journeyman wages.

6. If a journeyman Sheet Metal Worker wishes to enter the Testing and Balancing industry, they will receive one (1) years credit towards their Testing and Balancing apprenticeship. They will start at the 2nd Year wage rate and follow the same rate schedule as is established for the Testing and Balancing Apprentice.

ADDENDUM XXVIII
MARKET RECOVERY PROGRAM

1. All signatory contractors bidding work under the terms and conditions of this addendum must request Market Recovery program approval from the Regional Manager or Union Representative of SMART Local Union #40 prior to the bid date. Any signatory contractor securing work under the terms and conditions of this addendum must advise the Business Office of SMART Local Union #40 of the project on a form provided for this purpose by the Union Business Office.

Market Recovery program approval and funding may be withdrawn by the Regional Manager of SMART Local Union #40 at any time when fringe benefit fund contributions

are delinquent to the Local Health Fund, the Local Pension Fund, the Local Supplemental Retirement Fund, or the Local Apprentice & Training Fund.

2. There shall be no work stoppages or jurisdictional disputes on projects covered under this Addendum.

3. Work covered under this addendum shall not exceed $500,000 for any given HVAC project excluding units provided they are not in the scope of work in the bid package on which there is open shop competition. In the event that the provisions of this addendum are not sufficient to meet open shop competition on projects beyond the defined scope of this addendum, the Regional Manager or Union Representative of SMART Local Union #40 shall be empowered under the terms of Resolution #78 to extend the provisions of this addendum. There shall be no Resolution #78 Relief granted with respect to contributions to the Sheet Metal Industry Fund, Inc unless agreed to by management.

4. Under the terms of this addendum there shall be an eight (8) hour workday and forty (40) hour work week for HVAC projects.

5. There shall be no travel provisions (travel expense) under this addendum.

6. On all projects covered by this addendum the journeyperson/apprentice ratio shall be in conformist with state statutes.

7. Local #40 members manning this work shall first be utilized from the employer's existing work force if possible. All new hires working on projects covered by this addendum will be by referral from the Regional Manager or Union Representative of the Local Union Office.

8. The total journeyperson contractual obligation of the contractor employing workers under this addendum shall be at the rate of **(Appendix B).**

9. The total apprentice contractual obligation of the contractor employing workers under this addendum shall be at the rate of **(Appendix C).**

10. In the event there is any misuse of this addendum, the employer in question shall pay all attorney, audit, and collection fees. The employer shall also pay all wages and fringe benefits as per the Building Trades Agreement (Master Agreement), plus a 25% fine based on the total package differential, with all fines going to the Sheet Metal Local #40 Industry Apprentice and Training Fund.

11. With respect to the Architectural/Roofing Contractors, the following provisions shall apply under this addendum:

    a) Work covered under this addendum at the wage rate called for in **(Appendix B)** of this agreement shall be limited to gutters and leaders.

b) On architectural sheet metal work covered under this addendum, the work shall consist of five (5) consecutive eight (8) hour days totaling forty (40) hours on the job site, and there shall be no travel pay provisions for this type of work.

c) In order to expand the Architectural/Roofing Provisions, the contractor must submit a request for Resolution #78 to the Local Union Business Manager.

12. Labor and Management agree to review the terms and conditions of this addendum at least annually. In the event Labor and Management cannot agree to any new terms and conditions in this addendum, the resolution of any unresolved issues shall be submitted to the NJAB for resolution by either party.

ADDENDUM XXIX
RESIDENTIAL/LIGHT COMMERCIAL SERVICE AND DUCT CLEANING ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

This Addendum amends the Standard Form of Union Agreement only to the extent specifically stated and all other Articles, Sections, and Addendums shall remain in full force and effect without modification or exceptions.

No journeyperson sheet metal workers or apprentices, presently or on the Employer's payroll, at the time of the signing of this Addendum shall suffer any reduction of pay or loss of fringe benefit of any other monetary compensation of benefits as a result of the signing of the Addendum, unless mutually agreed to by the Employer and Union and nothing shall preclude the payment of a higher rate at the discretion of the Employer.

~ HVAC ONLY~

This Addendum does not apply to Work that is subject to Davis-Bacon (Prevailing Wage) or Posted Rates.

ARTICLE 1 of Addendum XXIX
Coverage

This Addendum covers the rates of pay, rules, and working conditions of all employees of the Employer engaged in fabrication, erection, installation, repairing, and alterations of all residential/light commercial heating and air conditioning systems.

ARTICLE 2 of Addendum XXIX
Residential/Light Commercial

The definition of Residential/Light Commercial Work is the fabrication and installation of all HVAC systems used within a light commercial or residential building of any type. Light commercial and residential is a building with single air handling units in the aggregate not to exceed 35 tons of cooling, or fans or blowers in the aggregate not exceeding 14,000 cubic feet per minute (volume).

ARTICLE 3 of Addendum XXIX
Work Assignment

The Employer agrees that none but residential/light commercial journeyperson sheet metal workers and apprentices or those employees engaged in the sheet metal training program, and authorized by the training committee, shall be employed on any work described in Article I of this Addendum.

ARTICLE 4 of Addendum XXIX
Rates of Pay

1. The total hourly contractual obligation of the Contractor employing workers under this Addendum shall be at the rate of **(Appendixes D and E).**

2. There shall be no travel provisions (travel expense) under this Addendum.

3. Under the terms of this Addendum, there shall be a forty (40) hour work week, running consecutively Monday through Friday between the hours of 7:00 a.m. and 5:30 p.m.

4. All work performed after forty (40) hours, or on Saturday, shall be compensated for at one and one half (1.5) times the basic hourly wage rate. All work performed on Sundays and Holidays will be paid at two (2) times the basic hourly rate.

ARTICLE 5 of Addendum XXIX
Apprentices

1. All duly qualified apprentices shall be under the rules and conditions as under Article XI of the Standard Form of Union Agreement.

2. The length of the program will be two (2) years plus a probationary period of eight (8) calendar days. At the time a new apprentice is hired, the Employer must furnish the Union with the employee's name, address, social security number, and the eight (8) days probationary period will apply towards the first six month increment of apprenticeship. The

training program will be made up of the following increments, all percentages based on Residential/Light Commercial Journeyman rate (Appendix D):

First Six Months		**40%**
Second Six Months	**50%**	
Third Six Months		**65%**
Fourth Six Months	**80%**	

3. The ratio of apprentices to journeypersons shall be in conformist with state statutes.

ARTICLE 6 of Addendum XXIX
Union Membership

All applicants for Union Membership will be according to the Standard Form of Union Agreement, Article V, Sections 1, 2, and 3.

ARTICLE 7 of Addendum XXIX
Alternatives for Shop Work

1. In order for employers who perform residential/light commercial work as well as other work covered under the Standard Form of Union Agreement to fabricate work in their existing shops, the following options are available with respect to the fabrication of sheet metal work to be used on residential projects covered by this addendum.

    A. Residential/light commercial sheet metal fabrication work will be performed after the normal workday is completed between the hours of 5:00 p.m. and 1:30 a.m. This work will be performed by residential workers only. The employer shall maintain the discretion to use a building trade journey person as a foreman.

    B. If residential/light commercial project fabrication work is performed in existing shops by building trade journey persons between the hours of 7:00 a.m. and 5:30 p.m., the rules and rates of pay contained in the Standard Form of Union Agreement shall be applicable and the total hourly contractual obligation for all workers performing work shall be Appendix A of the Standard Form of Union Agreement. The Employer, by request to the Regional Manager, can ask for Resolution #78 conditions in regards to fabrication by residential/light commercial sheet metal workers in a commercial shop.

ARTICLE 8 of Addendum XXIX
Qualifications

1. The employer agrees to be bound by all wages, hours, and conditions of employment contained in the Standard Form of Union Agreement and Addendum #1 on all work items not specifically changed or amended by the terms of this Addendum by request of the Employer.

2. The employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

3. Under no circumstances shall residential/light commercial journey persons and residential/light commercial apprentices be employed on projects other than those covered by the terms of this Addendum. Violations of this aspect of the Addendum will be subject to the grievance procedure set forth in the Standard Form of Union Agreement.

4. The Union agrees to furnish upon request by the employer, duly qualified residential/light commercial journey persons and residential/light commercial apprentices in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Addendum.

ARTICLE 9 of Addendum XXIX

Miscellaneous

1. Flexible Duct – Use of flexible duct or duct board will be in accordance with County, Town, and City Codes or regulations.

2. Fabrication – Residential/light commercial sheet metal workers may assemble duct in a Commercial Shop if the Employer requests Resolution #78 conditions to the Regional Manager of SMART Local 40.

3. Transfers from Residential/light commercial to Commercial status must have the consent of the Joint Apprentice Training Committee.

4. Employer agrees to be bound by the wages, hours, working conditions, and collections contained in the Standard Form of Union Agreement or on any work not specified in this Residential/Light Commercial Addendum.

5. For all Project Labor Agreements, Davis-Bacon prevailing wage jobs, or any and all union projects, refer to the schedule that applies under or to that agreement, job, or project or, if there is no specific such schedule, to Appendix A to this Agreement.

ARTICLE 10 of Addendum XXIX

Fringe Benefits

1. Employers agree to contribute to the applicable Residential/light commercial wage rate on all Benefits so listed (see Appendix D and E).

2. All contributions will be paid according to the Standard Form of Union Agreement, Addendum III.

ARTICLE 11 of Addendum XXIX

Residential/Light Commercial Foreman (man/woman)

1. It is mutually agreed that the minimum pay for Foreman (man/woman) shall be one dollar ($1.00) per hour above the rate paid to journeypersons on all wage rates.

2. Any or all foremen (man/woman) shall be a Sheet Metal journeyperson, and not from another craft.

3. All contractors working within the jurisdiction of Local Forty signatory to any Sheet Metal Workers' International Association and Standard Form of Union Agreement, shall employ at least one (1) journeyperson member of Local Forty as a Foreman (man/woman) for every four (4) journeypersons employed on the job at a rate of pay one dollar ($1.00) per hour above the regular journeyperson rate.

ARTICLE 12 of Addendum XXIX

Service

1. This work is defined by the Connecticut Licensing Bureau, including servicing refrigeration, heating, cooling, and/or ventilation, mechanical equipment, and related piping systems.

2. Hours of Work

    A. The work week shall consist of a forty (40) hour work week, divided into five (5) workdays, running consecutively from Monday to Friday, starting between the hours of 7:00 a.m. and 10:00 a.m. and ending by 6:30 p.m.

    B. Overtime shall be paid at the rate of time and one half for all overtime with the exception of Sundays and holidays. Overtime for work performed on Sundays and holidays shall be at the rate of two (2) times the regular rate (double time).

    C. When Service employees are required to be on standby, or on call, for a period of seven days they will be reimbursed a total of $75.00 for their obligation to be available. When called out on service calls, they shall be compensated at one- and one-half times the hourly rate.

ARTICLE 13 of Addendum XXIX

Duct Cleaning

1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in the manual, mechanical and chemical cleaning of ductwork, flue and air system components, including the cutting out and installing access doors as needed for duct cleaning and the handling, dismantling, removing, repairing and servicing of all hazardous waste and toxic waste materials and equipment including applying up-to-date technological methods in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

2. The Company agrees to maintain safe, sanitary and health working conditions and will supply necessary safety items as needed.

3. All tools, hard hats, respirators, and other equipment, when necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer when not in use or upon leaving its employ. Each employee may be required to sign a receipt for such equipment at the time he receives it, and he shall be liable for the cost of replacement of any equipment which is lost or otherwise not returned to the Employer.

ADDENDUM XXX

Beginning July 1, 2010, the Union, Association, and Employers signatory to this Agreement agree to use their best efforts to comply with the SMART Code of Excellence Program as attached.

SHEET METAL | AIR | RAIL | TRANSPORTATION

CODE OF EXCELLENCE PROGRAM

IMPLEMENTATION OF THE CODE OF EXCELLENCE

The Code of Excellence Program is an internal SMART program. Therefore, implementation of the program shall be accomplished at the local union level using the following steps:

1. Presentation to all Local Union Leadership – The program shall be presented by a SMART International Representative to the officers and leaders of the local union.

2. Adoption by Officers – Local union officers and leadership shall discuss the provisions of the program and develop necessary local provisions for inclusion into the document. After adoption by the Officers, the Local union leadership then commits through a recommendation by the local union Executive Board that implementation of the Code of Excellence Program be adopted by the full membership.
3. Adoption by Membership – Following adoption by local union leadership, the program is presented to local union membership for adoption.
4. Local Officers and Leadership Training – Upon request of the local union, the International will assist in training local union leadership on the goals and implementation of the program.
5. Presentation to Local Union Membership – Presentations will be provided to the membership by the local union with assistance from the International. Through this process, the expectations necessary to achieve the acceptable level of professionalism and productivity for each SMART member will be discussed and defined.
6. Presentation to Employer- Once the local union adopts the Code of Excellence Program, the Business Manager or his/her designee presents the program to the Employer.

SMART MEMBERSHIP COMMITMENT

As we face unprecedented competition for the services provided by the membership of SMART, we must recognize our primary marketable qualities are our skills, productivity and professionalism. To succeed we must present to the end user, be it contractor or end user clients, the value in using SMART members. This requires that each member conforms to and supports the Code of Excellence Program responsibilities set forth below. As a result, our promise of professionalism and productivity is met everyday by every member. The future of our membership and SMART is dependent upon our ability to establish our added value to the employers and end users within the sheet metal industry.

SMART RESPONSIBILITIES:

The Business Manager of the local union will have ultimate responsibility for implementation and administration of the Code of Excellence Program. The program structure is designed to insure that the Business Manager or his/her designee shall be the first point to resolve Code of Excellence Program issues quickly and effectively.

Our responsibilities include the following:

Working Time

- First and foremost, our members shall adhere to our core principle of productivity, eight hours work, for eight hours
- All members shall adhere to established contractual starting and quitting times and shall meet their responsibility to their fellow members and employers by arriving to work on time and ready to work.

- Break and lunch periods are limited to the time allowed by the contract, or agreement(s).
    - Members shall meet their responsibility not to leave the jobsite without proper approval.
- When absent the member shall contact supervision in advance of their established starting time to confirm such absence.
    - All members shall be productive and efficient, with idle time kept to a minimum.
    - Personal cell phone usage shall be limited to appropriate break times or lunch periods, or emergency use as defined by the Business Manager.
- Members shall meet their contractual responsibility to eliminate work disruptions on the job.
    - All members shall work toward the goal of completion of projects on or under the allotted time.

Safety

- Safety, being a primary concern for both our members and contractors, members shall meet their obligation to perform work safely and effectively, following employer and industry established rules.

- Members will meet their contractual and personal responsibility to utilize proper safety equipment and safety methods.
- Members will participate in OSHA 10 courses as offered by the local union when required by their collective bargaining agreements.

Tools

- In meeting their responsibility as highly skilled and qualified craftsmen, all members shall carry the necessary and proper tools as required by the collective bargaining agreement.
- Members shall meet their responsibility in taking care of the equipment and tools provided by the employer.

Fitness for Duty

- Members shall meet their responsibility of being fit for duty by accepting work for which they have the requisite skills and training.

- Members shall exhibit and maintain a level of craftsmanship recognized to be within the industry standard.
    - Members shall meet their responsibility to be fit for duty, with zero tolerance for substance abuse.
- As representatives of their local union and the employer, all members will be professional in appearance.
    - The wearing or display of inappropriate materials shall not be tolerated.
- The Business Manager or his/her designee and leaders on the job shall work with other members who have displayed unacceptable work habits so that each member on the job meets a standard of quality and productivity second to none.

Labor/ Management Relations

- Members shall respect the property of the contractor and end users, and graffiti and other forms of destruction and waste will not be tolerated.

- Members shall respect all legal facility rules of the client and or end user.
    - Activities which cast the International Association or the local union in disrepute shall not be tolerated.
- Any inappropriate behavior toward another member or group of members shall not be tolerated.
    - Inappropriate behavior toward customer representatives or employer representatives shall not be tolerated.
- The goal of the SMART Code of Excellence Program is to promote professionalism within the total membership of SMART and a sense of pride in our membership.

EMPLOYER RESPONSIBILITIES;

The ultimate responsibility of managing the work and projects falls within the control of the employer. With such responsibility our signatory employers, and if applicable our employer associations, have a responsibility to manage their jobs effectively. Therefore, to build confidence and trust in the Code of Excellence Program, the employer must meet its responsibilities in addressing job performance issues, including the following:

- To address ineffective supervisors, including superintendents, general foremen, and foremen.
- To insure proper job planning, supervision and layout, to minimize down time.
- To make available the proper types and quantities of tools, equipment and materials to ensure job progress.
- To ensure proper maintenance, care, storage, and security for employer-provided equipment and tools and employee-provided tools.
- To demonstrate to the customer the efficiency of our partnership, the employer will ensure there are adequate numbers of employees to perform the work efficiently and, conversely, to limit the number of employees to the work at hand.
- To provide the necessary jobsite leadership to eliminate problems and provide effective solutions.

- To instill in supervisors the necessary positive attitude that the SMART local union, their members and the employer are working together.
- To ensure that jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- To eliminate unsafe work conditions and ensure that proper safety training, equipment, and methods are utilized.
- To address concerns brought forth by the Business Manager or his/her designee. If the problem is not resolved at the lowest level of management, the Business Manager or his/her designee may choose to address the issue with higher levels of management.
- If the issue is not resolved, the local union or employer may call for a labor-management meeting to resolve concerns or issues.
- To treat all employees with dignity and respect.
- To discipline fairly and reasonably.

MEMBERSHIP DISPUTE RESOLUTION CRITERIA

Overview

The success of the Code of Excellence Program is dependent upon the acceptance and understanding by each member of the scope of their responsibilities as established within the program.

It must be understood that a truly successful workplace environment can only be achieved by participation of both SMART and the Employer in meeting their responsibilities. The union's role is to address with its members any individual problems that are brought to its attention to ensure the Union's obligation to live up to the promise of providing a skilled and professional workforce to the employer and the end user is maintained and improved.

UNION RESPONSIBILITIES:

- The Business Manager or his/her designee will work with members through a process of mentoring to correct and solve problems related to job performance.
- On a regular basis, the Business Manager or his/her designee will communicate with management on Code of Excellence Program issues. This will then be communicated to SMART members through the local union leadership.
- If an individual member is not meeting established responsibilities under the program and the correction of such adverse behavior cannot be achieved through mentoring between the local union leadership, member peers and the individual member, the local union Executive Board shall have the responsibility to review, evaluate, and address such problems with the individual member. If the member is unwilling or unable to meet his/her obligation under the Code of Excellence Program, the local union shall be empowered to take necessary action up to and including filing of appropriate charges under the Constitution and Ritual of SMART.

The following is inconsistent with the conduct required under the Code of Excellence Program.

1. Refusal of jobs or unavailable (no returned call) upon call from the dispatcher for work shall upon the third violation result in removal from the out of work list and placement in the "inactive file".

2. Not showing for work when dispatched, which shall be deemed to be a violation of the Constitution, and may, subject the member to local union charges and trials.

3. Acceptance of employment or job under false pretenses, such as no adequate skills for the job, which shall also be deemed a violation of the Constitution, and may subject the member to local union charges and trials.

4. Conduct resulting in termination by an employer for cause, which shall be documented upon the attached form which is to be supplied by the local union. If the employer indicates that a terminated employee is not eligible for rehire, such designation shall be honored by the dispatch office for a minimum of 180-days. Provided that, if the local union determines to process a grievance contesting such a termination, such termination shall not be considered as being for cause until a Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedures negotiated by the local parties) determines that such termination was for cause, or the grievance process is otherwise completed without invalidating the termination.

The Business Manager and or his/her designee, as well as the employer, must endeavor to correct performance problems with individual members at the workplace, so that their performance meets the standards of the Code of Excellence Program. However, there will be instances where the local union ultimately must withhold contractual referral privileges from those members that have demonstrated that they are either unwilling, or incapable, of meeting acceptable standards of workplace behavior. In such circumstances, employers have a reciprocal obligation to terminate employees for cause, rather than merely laying them off, so that such employees are not simply referred for employment with another employer. A disciplinary action plan shall be implemented which establishes a "Three Strikes Policy" for violation of the Code of Excellence Program provisions. Such plan shall provide that, in any case where there are three separate instances within a 24-month period where the employee has been convicted of constitutional violation under points 2 or 3 or has been subject to termination under point 4, in any combination, the member's referral privileges shall be suspended indefinitely.

The member may appeal the suspension to the Local Joint Adjustment Board, a Panel, the National Joint Adjustment Board (or any alternative procedure negotiated by the local parties), which shall have authority to reduce the period of any suspension of referral privileges, if it determines that fairness and equity require such action under the circumstances of the particular case or to terminate the suspension when it determines that the underlying causes for the suspension have changed so that the member deserves to be restored to referral privileges.

A sample copy of the Notice of Termination Form is attached as Exhibit A.

SMART CODE OF EXCELLENCE PROGRAM

Exhibit A

NOTICE OF TERMINATION
SMART Local --- (Required by Code of Excellence Program)

Name: _____

Address: _____

Last 4- Digits of Soc. Sec. No. _____ Termination Date: _____

Employee Classification: _____

Lay Off	Discharge	Voluntary Quit
☐ Reduction of Forces	☐ Not Qualified	☐ To Take Another Job
	☐ Absenteeism	☐ To Seek Another Job
	Dates: _____	☐ Leaving Area
	☐ Not-Productive	☐ Sickness
	☐ Insubordination (Explain)	☐ Other (Explain)
	☐ Misconduct (Explain)	

Employer: _____

Explanation:

SIGNATURE PAGE to Standard Form of Union Agreement (July 2023 through June 2027), with Addenda I-XXX and Appendices A-E as in effect July 1, 2023.

SMACNA Connecticut
(Specify Name of Association or Contractor)

By _____
(Signature of Officer or Representative)

MICHAEL THOMPSON
Print Name

Local Union No.40
of the International Association of
Sheet Metal, Air, Rail and
Transportation Workers

_____
Robert Butler – Council President

Sheet Metal Worker's Local Union No. 40 Contractors

Architectural Roofing & Siding Contractors

Architectural Sheet Metal
290 Hartford Road
Manchester, CT 06040
Tel: (860)643-1600
Fax: (860)432-7350
Contact: Joan McConville

Barrett Sheet Metal
106 Mill Plain Road
Danbury, CT 06811
Tel: (203)744-2780
Fax: (203)791-2218
Contact: John Lucceshi

Commercial Roofing & Contracting
340 Kennedy Drive
P.O. Box 647
Putnam, CT 06260
Tel: (860)928-9199
Fax: (860)432-7350

Eagle Rivet Roofing
15 Britton Road
Bloomfield, CT 06002
Tel: (860)953-1213
Fax: (860)953-0619
Contact: Art Dias

Ernest Peterson, Inc.
1830 Broad Street
Hartford, CT 06114
Tel: (860)522-4271
Fax: (860)522-1062
Contact: Alex Ross

Gold Seal, LLC
95 Bysiewicz Dr
Middletown, CT 06457-Tel: (860)296-6811
Contact: Matthew/Kelly Roberts

Greenwood Industries
86A Leonardo Drive
North Haven, CT 06002
Tel: (508)865-4040
Fax: (508)865-1123
Contact: Lucien Lanau

The Imperial Roofing Co.
261 Main Street
Cromwell, CT 06416
Tel: (860)632-2258
Fax: (860)632-2278
Contact: Bruce Raulukaitis

J.D. Rivet Roofing
1635 Page Boulevard
Springfield, MA 01104
Tel: (413)543-5660
www.rivetroofing.com
Contact: James Trask

JHS Restoration
P.O. Box 505
Broad Brook, CT 06016
Tel: (860)462-1209
Fax: (860)370-9512
Contact: John Snyder

New Britain Roofing, Inc.
135 Day Street
Newington, CT 06111
Tel: (860)665-7656
Fax: (860)953-2051
Contact: Tom Leith

Southern New England Installers, LLC
P.O. Box 1024
South Windsor, CT 06074
Tel: (860)290-8930
Fax: (860)290-8940
Contact: Kerry Chapps

Titan Roofing; Inc.
200 Tapley Street
Springfield, MA 01104
Tel: (413)536-1624
Fax: (413)533-2560
www.titanroofing.com
Contact: Fred Pazmino

Young Developers
42 Crest Way Unit A
Hamden, CT 06514-1141
Tel: (203)859-5320
Contact: Bogden Rejuin

HVAC Balancing Contractors

Air Balancing Service Company
16 Progress Circle
Unit 1A
Newington, CT 06111-5543
Tel: (860)500-5008
Fax: (860)500-5010

LabCo Air & Water Balancing
1090 Mountain Road
West Suffield, CT 06093-3502
Tel: (860)668-1329
Fax: (860)668-7089
Contact: Denis LaBarre

Environmental Testing & Balancing
154 State Street Suite 208
North Haven, CT 06473
Tel: (203)234-2089
Fax: (230)234-2147
Contact: John Burgess

James E. Brennan Company
187 N Main Street
P.O. Box 507
Wallingford, CT 06492
Tel: (203)269-1454
Fax: (203)265-5068
Contact: James E. Brennan

Wing's Testing & Balancing Co.
94 N. Branford Road
Branford, CT 06405-2811
Tel: (203)481-4988
Fax: (203)488-5634
Contact: Andrea Cole

Trueflow Testing & Balancing, LLC
489A Old Hartford Road
Colchester, CT 06415-2717
Tel: (860)531-9398
Contact: Scott Boothroyd

HVAC Contractors

F & F Mechanical Enterprises
2 Dwight Street
North Haven, CT 06473
Tel: (203)239-4870
Fax: (203)239-4852
Contact: John Ferrucci

Kleeberg Sheet Metal
65 Westover Road
Ludlow, MA 01056
Tel: (413)589-1854
Fax: (413)583-6407
Contact: Dan Kleeberg

L.K. Sheet Metal
35 Wrobel Place
East Hartford, CT 06108-3601
Tel: (860)528-9431
Fax: (860)291-9502
Contact: Lynne Kleeberg

Yankee Sheet Metal
35 Wrobel Place
East Hartford, CT 06108-3601
Tel: (860)528-9431
Fax: (860)291-9502

Specialty Contractors

H.R. Hillery Company
739 Meridian Street
Groton, CT 06340
Tel: (860)445-9791
Fax: (860)449-1693
Contact: James Lewis

Southern New England Installers
P.O. Box 1024
South Windsor, CT 06074
Tel: (860)290-8930
Fax: (860)290-8940
Contact: Kerry Chaps

Production Contractors

Metecno Morin
85 Middle Street
P.O. Box 3028
Bristol, CT 06011-3028
Tel: (860)584-0900
Fax: (860)582-7503
Contact: Operations Manager

NEGOTIATING COMMITTEE

Northeast Regional Council of SMART
Local #40

John Nimmons – Chairman

Robert Butler
Russell Bartash
Fred Descy

John Beal
Emmanuel Heredia
Giuseppe Misseri
Alt. – Vincenzo DiMauro

SMACNA Connecticut

Michael Thompson – Chairman

John Ferrucci
Kenneth Kleeberg
Lynne Kleeberg

John Lucchesi
Michael Mauro