SHEET METAL | AIR | RAIL | TRANSPORTATION

Northeast Regional Council of SMART
Sheet Metal Workers'
LOCAL UNION # 17

STANDARD FORM OF UNION AGREEMENT

FALL RIVER – NEW BEDFORD AREA

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OCTOBER 1, 2022

TO

SEPTEMBER 30, 2026

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Agreement entered into this 1st day of October 2022 by and between Fall River/New Bedford Sheet Metal Contractors Association hereinafter referred to as the Employer, and Local Union #17 Fall River/New Bedford of Sheet Metal Workers' International Association hereinafter referred to as the Union. (See Addendum #1)

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, alterations, repairing and servicing of all ferrous and nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of materials 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 (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

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

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

ARTICLE III

Section 1. The Employer agrees that no one but journeymen, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in Article I and, further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

ARTICLE IV

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

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition as acquiring or retaining membership.

SECTION 2. If during the term of this Agreement, the Labor Management Relations Act of 1947 shall be amended by the 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 1of this Article X.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect 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, the Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4. The Employer agrees to deduct Union dues, assessment of service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made,

ARTICLE VI

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six thirty (6:30) a.m. and four thirty (4:30) p.m. 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 worked performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1 ½) times the regular rate. **Except Sundays and holidays that will be paid at two (2) times the regular rate. See Addenda #8 for industrial plant rate.** Where conditions warrant, the regular work day 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.
A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

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

SECTION 2. New Years Day, Martin Luther King Day, President Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day, or days locally observed as such, and Sunday, shall be recognized as holidays shall be paid as follows: Two (2) times the regular rate except Addendum #8 and #16.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular workweek and on holidays shall be performed only upon notification by the employer to the local union in advance of scheduling such work. Preference on overtime and holiday work shall be given to men 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 (see Addenda #2), 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 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 as 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.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

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 $38.29 per hour, except as hereinafter specified in Section 2. of this Article and Addendum #4.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and apprentices and pre-apprentice within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of Local #17, or any other Local Union, affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site bargaining area, or any other Local Union shall be paid to the journeymen 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 1of Article III shall not be applicable to the manufacturer 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 daylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Double-wall 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 for high pressure systems.

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another union affiliated with the Sheet Metal Workers' International Association, or with another bargaining area within the jurisdiction of Local #17, and qualified sheet metal workers are available in each area, he 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 that local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local union shall apply.

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

SECTION 8. Health and 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 Fund in the employee's home local union.

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

SECTION 9. Wages at the established rates specified herein shall be paid by cash or check in the shop or on the job at or before quitting time on Friday of each week, and no more than two (2) days' pay will be withheld. However, employees when discharged shall be paid in full.

SECTION 10. Journeymen 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 the Agreement shall employ at least one (1) journeymen 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 the Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining, 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) thirty cents ($0.30) per hour 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 remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151-1209, or for the purpose of transmittal, through (SMACNA Boston) 100 Grossman Drive, Suite 300 Braintree, MA 02184.

(c).The IFUS shall submit the Sheet Metal Workers' International Association not less often than semi-annually written reports describing. Accurately and in reasonable detail the nature of activities 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 specified detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association 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 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-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including the 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 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 is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Fund shall include in such written report, a statement 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 Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written report.

(c). 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 Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry eighteen cents ($0.18) per hour for each hour worked on and after the effective date of the Agreement by each employee of the Employer covered by this Agreement. Three cents ($0.03) per hour of the contribution to the International Training Institute shall be forwarded by the trustees of the International Training Institute to the National Energy Management Institute Committee, a jointly administered trust fund. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to the office of the International Training Institute as designated by the Trustees of the Fund, or for the purposes of collection and transmittal through Sheet Metal Workers Local #17, New Bedford-Fall River.

The parties agree to be bound by the separate agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, and the National Energy Management Institute Committee, the Industry Fund of the United States and the separate agreement 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 agreements to said trust agreement 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 to all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

ARTICLE IX

SECTION 1. Journeymen, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

SECTION 2. Journeymen, apprentice and pre-apprentice 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 of from shop or job to home at quitting time.

ARTICLE X

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 a duly authorized representative of the Union, if possible. An Employer may have the local Employer Association present to act as his representative.

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

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is

extended by mutual agreement of the parties or local Joint Adjustment Board. The Board shall consist of an equal number of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1. 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 the 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.

Notwithstanding the provisions of Paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairman of the National Joint Adjustment Board.

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

****** 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.**

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

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or National Joint Adjustment Board, a local party may enforce the award by any legal means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. The prevailing party in litigation to enforce an award shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in 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 renewal of this Agreement shall be settled as hereinafter provided:

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

If the Co-Chairman of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall conciliate the differences between the parties and bring about a mutually acceptable agreement. If such panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairman of the National Joint Adjustment Board shall be promptly so notified without recommendations from the panel representatives. Should the Co-Chairman of the National Joint Adjustment Board fail or decline to appoint a panel member or should notice of failure of the panel representative 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.

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-Chairman of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, telegram or telephone notification.

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

ARTICLE XI

SECTION 1. All duly qualified apprentices and pre-apprentices shall be under the supervision 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) elected 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 pre-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 length of their elected term 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 and pre-apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

SECTION 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 and pre-apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices, pre-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 Employers 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. A graduated wage scale similar to that shown below, based on the journeymen wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First Year – First half 40% - Second half 45%
Second Year - First half 50% - Second half 55%
Third Year - First half 60% - Second half 65%
Fourth Year - First half 70% - Second half 75%
Fifth Year (where applicable) - First half 80% - Second half 85%

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

The wage scale for pre-apprentice shall be 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 pre-apprentices by the parties.

Pension contributions will be paid on all hours worked beginning with 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 pre-apprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII

SECTION 1. This Agreement and Addenda, Numbers 1 through 33 and attachments attached hereto, shall become effective on the 1st day of October **2022**, and remain in full force and effect through the 30th day of September **2026**, and shall continue full force and effect from year to year thereafter unless written notice of reopening is given not less that ninety (90) days prior to the expiration date. In the event of said notice reopening is served, this Agreement shall continue in full force and effect until the conferences relating thereto have been terminated by either party, provided however, that the contract expiration date contained in this section shall not be effective in the event proceedings under Article X, Section 8 are not completed prior to that date.

In that event, this Agreement shall continue full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the National Joint Labor Relations Adjustment Committee, 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: By execution of this Agreement, the Employer authorizes _____ 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 representative by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration dates of the Agreement.

In witness thereof, the parties hereto affix their signatures and seal this _____ day of _____, 2022.

Fall River-New Bedford
Sheet Metal Workers'
Independent Contractors

By: _____
Signature of Officer or Representative

_____
Printed Name of Officer or Representative

Northeast Regional Council of SMART
Local Union # 17

By _____
Robert Butler, President

ADDENDA 1992 CONTRACT

#1 – JURISDICTION

The jurisdiction of Local #17 Fall River-New Bedford includes the following territory and the terms of this agreement are applicable in said jurisdiction: New Bedford, Fall River, Acushnet, Assonet, Dartmouth, Dighton, Fairhaven, Freetown, Marion, Mattapoisett, Rehoboth, Rochester, Seekonk, Somerset, Swansea, Wareham, and the counties of Barnstable, Dukes, and Nantucket.

#2 – TRANSPORTATION UP TO 48 MILES

Distances traveled are to be measured from the Employers' shop for resident signatory contractors, and from the Local #17 Fall River-New Bedford Union Hall in New Bedford, Massachusetts for non-resident contractors.

A. Employer provided transportation

On any job within a 12-mile distance from the shop there shall be no compensation, however, the man shall not leave the shop before 6:30 a.m. and must return with the vehicle no later than 3:00 p.m., if a member starts later that six thirty (6:30) a.m. but no later than eight (8:00) a.m., he must return the vehicle no later than eight and one-half hours after starting time, except in industrial plants in the Fall River-New Bedford area where they will be on the job from 6:30 a.m. to 3:00 p.m. or eight and one-half hours after starting time. Start time shall be no later than eight (8:00) a.m.

On any job from 12 to 48 miles distance, each man shall receive $7.00 per day, or any part thereof, to be on the job from 6:30 a.m. to 3:00 p.m.

B. Employee provided transportation

There is a forty-mile free area. Mileage is to be paid at thirty-two ($0.32) cents per mile per man, (for all jobs bid after October 1, 1999, mileage is to be paid at fifty-three and a half cents ($0.535) per mile, from the 41st mile to the jobsite and back to the 40th mile. (Example – the job is 40 miles away (80 miles round trip), the contractor would pay for 10 miles, with the 40 miles free, in each direction.) This applies to 48 miles or more and the men will man the job for eight (8) hours per day. No show-up is paid in this category. Mileage will be automatically adjusted to reflect any IRS announced increase during the term of this agreement.

C. For resident signatory contractors, New Bedford, Dartmouth, Westport, Fall River, Somerset, Swansea, Acushnet, and Fairhaven, is a totally free area, with respect to mileage, whether in Employer or employee provided transportation.

D. Any payment for time traveling shall be paid as traveling expense equivalent to the Local #17 Fall River-New Bedford straight time hourly rate.

E. Travel east of the Cape Cod Canal, which is beyond the 40-mile free zone, will be paid at thirty-two ($0.32) cents per mile. For all jobs bid after October 1, 1999, mileage is to be paid at fifty-three and 1/2 cent ($0.535) per mile or any increase in that rate approved by the IRS.

#3 – TRANSPORTATION OVER 48 MILES AND ROOM AND BOARD

A. If the job is more than 48 miles, with the exception of Cape Cod as noted above, and the employees are traveling daily, each employee will be paid as follows to man the job for eight (8) hours per day.

Employer's vehicle – Eighteen ($18.00) dollars per day to be on the job for eight (8) hours.
Employee's vehicle – Each employee to be paid mileage as specified in Addendum #2-B.

B. If the jobsite is over 48 miles and if the employee will board near the jobsite, the employee will be paid a minimum of eighteen ($18.00) dollars per day or actual verified expenses and transportation as follows:

FOR JOBS OVER ONE DAY – EMPLOYEE'S VEHICLE
If the Employer pays expenses on a five-day basis, he shall pay one round trip per week as per Addendum #2-B, plus five days at eighteen ($18.00) dollars per day or actual verified expenses.

For jobs less than five days, he shall pay for one round trip for that period, plus eighteen ($18.00) dollars per day or actual verified expenses.

C. All island jobs shall be paid at twenty ($20.00) dollars per day minimum with the exception of Nantucket during the months of June, July, and August where the per diem rate will be thirty ($30.00) dollars per day minimum. In addition, the Employer shall provide one round trip weekly for transportation except if member lives on the Island where job is with no expenses.

D. At no time shall employees be required to sleep double. Each employee will be provided with separate sleeping facilities (bed, cot, etc.) This does not require each employee to be provided with a separate room.

E. An Employee leaving the shop after starting time, or returning before finishing time, shall be paid at the Local #17 Fall River-New Bedford straight time rate, including travel outside the Local #17 Fall River-New Bedford area.

F. Any payment for time traveling shall be paid as traveling expense equivalent to the straight time hourly rate.

#4 – WAGES AND FRINGES

A. Commencing October 1, 2022, the wages and fringes shall be as follows:

Wages	$	38.29
Health & Welfare	$	14.11
SMOHIT, NEMI, & ITI	$	0.18
Annuity	$	5.57
Equality	$	2.50
National Pension	$	10.46
Local Training Fund	$	1.39
Local Pension	$	2.03

Future increases are as follows:

April 1, 2023	$1.50
October 1, 2023	$1.25
April 1, 2024	$1.50
October 1, 2024	$1.25
April 1, 2025	$1.50
October 1, 2025	$1.25
April 1, 2026	$1.50

All future increases to be allocated by the membership at a special order of Business meeting for that purpose.

B. 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) Trust Fund. Gross earnings for the purposes of the agreement shall mean (A) total wages paid to an employee by the Employer which are 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 and/or Health and Welfare Fund.

Each Employer agrees to withhold, after taxes, a total of $0.77 per hour to be remitted to the vacation and holiday fund. These monies to be remitted by the 15th of the following month along with the Health and Welfare and Pension contributions. The vacation and holiday fund monies may be sent in one check.

These increases will be allocated to wages and /or existing funds by vote of the membership of the Local #17 Fall River-New Bedford bargaining unit. This agreement expires on September 30, 2019. 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 for the first three (3) journeymen regularly employed throughout the year. Further, the Employer shall be allowed two (2) additional apprentices or four (4) total for eight (8) regularly employed journeymen, then one (1) for each four (4) regularly employed journeymen thereafter (i.e. 5 for 12, 6 for 16, etc.). Any Employer who has an apprentice on layoff due to lack o work shall be deemed not eligible for a new apprentice. (pre-apprentice ratio see Article XII)

C. Any apprentice indentured on or after September 1, 1988 shall serve under the five (5) year program adopted on that date 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. The wage rates under that agreement are a percentage of the journeyman's as follows. Effective October 1, 2016 the new percentages are as follows:

1st year - probationary	First half – 40%	Second half - 45%
2nd year	First half – 50%	Second half - 55%
3rd year	First half – 60%	Second half - 65%
4th year	First half – 70%	Second half - 75%
5th year	First half – 80%	Second half –85%

The term "FULL" refers to the rate paid, per hour, by Employers for journeymen sheet metal workers employed under this agreement.

	SASMI	H&W	PENSION	ANNUITY	LTF	NEMI	SMOHI	EQUALITY
First Year	full	full	/	/	/	full	full	full
Second Year First Half	full	full	full	0	full	full	full	full
Second Year Second Half	full	full	full	0	full	full	full	full
Third Year First Half	full	full	full	60%	full	full	full	full
Third Year Second Half	full	full	full	65%	full	full	full	full
Fourth Year First Half	full	full	full	70%	full	full	full	full
Fourth Year Second Half	full	full	full	75%	full	full	full	full
Fifth Year First Half	full	full	full	80%	full	full	full	full
Fifth Year Second Half	full	full	full	85%	full	full	full	full

The annuity paid on apprentices shall be paid at the same percentage of journeymen wages.
D. Notwithstanding the language in Section C, effective the signing date of the 2016 Agreement, the 1st and 2nd year apprentices will receive 40, 45, 50 and 55, percent respectively, of any future monetary increase put into the Annuity by the membership as a salary increase to their wages. The 3rd, 4th, and 5th year apprentices will receive those percentages as enumerated in Section C of any future increase put into the Annuity by the membership as an increase to their Annuity accounts and not as an increase to wages

#5 – DELINQUENCY OF TRUST PAYMENTS

Any Employer who is adjudged delinquent by the fund trustees in his payments to the health and welfare, pension, vacation and holiday funds shall not have the privilege of employing sheet metal workers under the terms of our agreement if such payments have not been made after written notice, registered return receipt, of such delinquency is given by the Union to the Employer and one hundred and twenty (120) hours have elapsed since such notice. All employees affected by such delinquency to any of the above funds, and who have lost work as a result thereof, shall be paid their normal wages by the delinquent employer, until such delinquency is cured and the employees resume their work. Once and Employer has been adjudged a delinquent by the trustees of any of the above-mentioned funds, he must, in addition to remitting to the funds for his past delinquencies, furnish a five thousand-dollar ($5,000.00) surety bond to the trustees of each respective fund as listed above. An Employer previously adjudged delinquent shall be relieved of the responsibility of providing an additional surety bond if he renders payments on time for a period of twelve (12) calendar months. All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer must be borne by the Employer involved.

#6 – FOREMAN'S CLAUSE

Any journeyperson in charge of a job, that requires responsibility, above and beyond his/hers normal qualifications as a journeyperson sheet metal worker, to include but not limited to field measuring, sleeving, jobsite decisions, and overall supervision of a job, shall receive minimum amounts above the going rate as set forth below:

Effective October 1, 2005	
Crew of two (2) inclusive	.....2.5%
Crew of three (3) to five (5) inclusive	.....3.0%
Crew of six (6) to ten (10) inclusive	.....5.0%
Crew of eleven (11) and over inclusive	.....7.0%

Any job in Local #17's Fall River-New Bedford jurisdiction, requiring four (4) or more sheet metal workers, shall require a Local #17 Foreperson from the Fall River-New Bedford negotiating area.

#7 – HIGH PAY

Anyone required to work 50 feet above the ground or 50 feet above a permanent structure (i.e. Floor, Catwalk, Grating, Roof, ect.), on any type of staging, shall be paid $2.00 per hour over the base rate. This also includes swinging staging or boatswain's chair from the first foot.

This premium is to be paid on a 4-hour minimum basis. This premium shall also apply to work in a radioactively "hot" area, such as nuclear installations, or any nuclear installation area where special protective clothing or equipment is required by the governing authority

#8 – INDUSTRIAL WORK

On any work in manufacturing or processing plants that cannot be done during the normal work week, overtime shall be paid at one and one-half (1 ½) times the regular rate with the exception of Christmas Day, New Years Day and Thanksgiving Day, which shall be paid at two (2) times the regular rate. This does not apply to any industrial plants that are under construction. This does include; however, any new work being done in a plant that is in operation as well as any maintenance work.

#9 – BUSINESS AGENT

The Business Agent shall be entitled to entrance to any shop or jobsite where Local #17 Fall River-New Bedford men are employed after first getting permission from the person in charge. The Business Agent shall be able to talk briefly with one man at a time for a reasonable length of time. The period (if questioned) is subject to mutual consent of the business agent and the contractor.

An attempt must be made to notify the business agent 48 hours in advance for the man whose employment is to be terminated.

#10 – INJURED AT WORK

An employee injured while working and forced to leave his employment in order to get medical aid or treatment shall be paid for the rest of the morning or afternoon, whichever is applicable. While still employed by the same Employer, he will be paid for two treatments or visits to the doctor or hospital during working hours, if needed. The employee shall return to work after treatment if capable.

#11 – COFFEE BREAKS

A ten (10) minute paid coffee break shall be allowed twice each working day, one in mid-morning and one in mid-afternoon. Coffee breaks are to be limited to ten (10) minutes at the work place.

#12 – CLEANUP

Under extremely dirty conditions, sufficient time shall be granted to clean and wash.

#13 – FLEXIBLE PIPE

Use of flexible pipe shall not exceed five (5) feet at the terminal point, provided job specs do not require eight (8) feet, as the terminal point.

#14 – SHOP STEWARDS

The stewards, both in the shop and in the field, shall be appointed by the Union from the Sheet Metal Workers' Local Union 17 Members in the employee of the Employer. Each steward will be appointed from among the first sheet metal workers employed on the site. The Union shall notify the Employer of the name of the Steward when he is appointed. Each such steward shall, provided there is work he is qualified to perform, be the last man, other than the foreman, to be discharged, except that when traveling, the provisions of the two-man rule shall govern. In the event a steward is laid off because of a shop or job site temporarily closing down, he shall be the first man other than the foreman rehired for the job, provided he is qualified to perform the work required.

The amount of stewards on any job site for **individual Employers** will be determined by Local Union 17. The steward will protect all work under our jurisdiction, regardless of who is performing this work, without harassment of discrimination by his Employer. Any dispute arising over the interpretation of this Section shall be subject to adjustment under the provisions of Article 10. There will be no transfer or discharge of a steward, or work stoppage by the Union, until a grievance meeting is held or permission is given, by the Union.

#15 – SAVINGS CLAUSE

Should any part of this agreement be declared illegal by any court or agency of competent jurisdiction, it shall not invalidate any other portion of this agreement, is being understood that the intention of the parties is that each and every provision is independent and separate and the inducing promise of the agreement.

#16 – RESIDENTIAL WORK

There is a residential addendum based on a rate to be 75% of the going rate for regular journeymen sheet metal workers.

#17 – POWER VELOCITY TOOLS

The use of high velocity powder actuated tools is banned.

#18 – COMPOSITE CREWS

Whenever a composite crew is required, the sheet metal worker shall receive the same basic hourly wages and privileges as other craft involved, provided the local scale of the other craft is higher that the scales set forth in this agreement. Fringe benefits, travel allowances, mileage, and expenses shall be paid in accordance with this agreement now in effect. This scale shall prevail regardless of whether the job is divided into separate working crews.

#19 – TOOLS

An adequate set of tools (as per attached list) is to be furnished by the employee as a condition of continued employment.

#20 – INTERNATIONAL TRAINING INSTITUTE

Both parties agree to utilize the training fund to advantage.

#21 – ALCOHOL AND DRUGS

Employees are forbidden from using alcoholic beverages or illegal drugs during the working day, including lunch breaks and en route to and from work. Failure to comply shall constitute a reason for dismissal.

#22 – PRODUCTIVITY

The Union has agreed to cooperate to increase productivity.

#23 – RESOLUTION 78

The Union will, whenever necessary, utilize Resolution 78 in order to be more competitive. Subsistence still applies on any work to be done in that area. The issue of subsistence shall be discussed and agreed upon for that specific job prior to bidding the job.

#24 – MOONLIGHTING

The Union agrees to restrict members from performing sheet metal work for any but Union sheet metal contractors.

#25 – RECEIPTS OF MEMBERS

The business manager and business agents shall have the right to examine the receipts of members employed by the Independent Contractors of Fall River-New Bedford employed by them, check their stubs and transact any other business he may have to do in the performance of his duties.

#26 – LAYOFF

The Employer's right to lay off workers for lack of work is limited only by applicable law, provided, however, that no one who resides within the territorial jurisdiction of Local #17 may be laid off unless and until all employees who reside outside the territorial jurisdiction of Local #17 are laid off first. A foreman has the right to finish a job.

#27 – BULLETIN BOARDS

Union may use existing company bulletin boards to post Union material including Resolution 78 notices, provided the Union obtains the prior approval of the Employer to do so.

#28 – ALLOCATION OF UNION MONIES

The Union membership will have the right to allocate monies to any new fund created after 10/01/2001 after a thirty (30) day notice to the Employer.

#29 – TESTING AND BALANCING

Testing and balancing uses a specialized field of Local Union#17 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. Overtime will be paid after 40 hours of work Monday thru Friday. Saturday will be paid at time and a half. Sunday and Holidays will be paid at double time.

3. Testing and balancing apprentices will adhere to the specialized apprentice program as established by the JATC subcommittee.

4. 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 on 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.

5. 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 vehicles 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 scheduled is based on a full (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 #19 of this Agreement. Each employee shall sign out for the instruments and shall be fully responsible for their return when not in use.

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

7. Local #17 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 Business Manager or Business Representatives of the Local Union Office.

8. 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 #17 Industry Apprentice and Training Fund.

9. 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.

#30 – LOCAL INDUSTRY FUND

There shall be a twenty-cent per hour contribution to a Local Industry Fund.

#31 – LABOR-MANAGEMENT COMMITTEE

SMACNA and the SMWIA are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employer's association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less 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.

#32 – BEREAVEMENT PAY

Employees shall be entitled one (1) bereavement day leave, with wages without fringe benefits (see NJAB Decision) upon death of family member (parent, spouse, sibling, child, mother and father-in-law and grandparents)

#33 – CELL PHONE USE

During working hours, there will be no personal cell phone use.

FOR THE UNION

Robert Butler
Russell Bartash
Patrick Donlan
Thomas Patenaude
Ryan Continho
Daniel Lundrigan

FOR THE CONTRACTORS

Dwight Silvia
Charlie Green
Ron Merlo
Marc Sacco

OWNER-MEMBER

An owner, directly or indirectly, employer, contractor, jobber, who works with the tools or anyone who otherwise participates as management in the Sheet Metal Industry who is a member of Local #17 shall pay the minimum regular work week hours, per week, (40 hours) to each fringe benefit fund program under the respective collective bargaining agreement. However, if the owner-member works in excess of the minimum number of hours, he shall pay to these fringe benefit programs for the actual hours worked.

Owner-members are the direct or indirect owner or spouse of owner, partner or member who is managing the company on a day by day basis.

OWNER-MEMBER, DIRECT OR INDIRECT

It is mutually agreed by the parties hereto that _____ will contribute to the Sheet Metal Workers Local #17 Health and Welfare Fund the amount per hour that is contributed in accordance with the current bargaining unit contract between Local Union #17 of the Journeymen and Apprentices of the United States and Canada and the Sheet Metal Workers' Contractors Association, and as they may be revised from time to time, for the purpose of permitting those employees that are owner-members, direct or indirect, for whom contributions are made, to qualify as a beneficiary under the Sheet Metal Workers Local Union #17 Health and Welfare Plan; subject, however, to the rules and regulations as the trustees shall from time to time establish. Contributions shall be made on the basis of forty (40) hours per week, payable monthly for journeymen sheet metal workers and first year apprentices.

WITNESS WHEREOF, the parties have caused this Agreement to be signed, sealed and delivered by the proper and duly authorized officers and representative, effective as of the date herein set forth.

Dated: 1/17/23

Robert Butler

Robert Butler, President
Northeast Regional Council of SMART
Local Union # 17

DDS Industries, Inc

Company Name

01/17/23

Signature of Company Representative

Dwight D. Silvia

Printed Name of Company Representative

MINIMUM TOOL REQUIREMENT FOR JOURNEYMEN SHEET METAL WORKERS AND FIRST YEAR APPRENTICES

1 hand notch
1 fairmont tongs (hand seamer)
1 five blade crimper
1 divider for up to 36" diameter circle
1 pair aviation snips (in good working order)
1 16 oz. Hammer
1 ball peen hammer
1 combination snips (bulldogs-cut straight and curves)
1 hacksaw (heavy duty)
1 mini-saw (jab saw)
1 key hole saw (compass saw)
2 scatch awls
Assorted screwdrivers
Assorted Phillips head screwdrivers
1 heavy duty utility knife
1 set Allen wrenches (hex wrenches)
1 8 ft. strapping tape rule
1 12 ft. tape rule
1 6ft. wooden rule (inside reading)
1 combination square
1 bevel finder
1 plumb bob
1 chalk line
1 12" adjustable wrench
1 set open end wrenches (5/16" to 5/8" minimum)
2 vise grips (standard size)
1 pair diagonal cutters
1 hand riveter (pop rivet gun)
1 hand whitney punch
1 cats paw
1 triple tap
1 current tap

MEMORANDUM OF UNDERSTANDING

FABRICATION OF CONVEYOR SYSTEMS

The Fall River – New Bedford Contractors and Local Union # 17 of the SMWIA agree that the Contractors may fabricate conveyor systems in their shops utilizing the Fall River – New Bedford shop rate regardless of where the conveyor system is to be installed within the jurisdiction of Local Union # 17.

It is further understood, that installation will be at the higher rate between the Fall River – New Bedford area and the Bargaining Area of Installation. This Agreement is incorporated by reference and made part of the Collective Bargaining Agreement entered into by the Contractors and the Union.

The following list is illustrative and not exhaustive of conveyor systems components:

Weigh scales and stations
Dip tanks
Soaking tanks
Conveyor chutes
Fillet stations
Ice filling devices
Packaging systems
Shrink wrap turn tables
Box and bag filling devices
Packaging and shipping devices
Pick/pack systems
Gurry systems
Spray glazing components
Strapping stations
Product packaging/boxing lifting devices
Personnel stands directly involved with conveyor systems
Safety ladders and components directly involved with conveyor systems
Lazy susans

Pursuant to Article XIII, this agreement is incorporated by reference and made part of the Collective Bargaining Agreement entered into by the Contractors and the Union.

Dated: 1/17/23

Robert Butler, President
Northeast Regional Council of SMART
Local Union # 17

DDS Industries
Company Name

01/17/23
Signature of Company Representative

Dwight D. Silvia
Printed Name of Company Representative

MEMORANDUM OF UNDERSTANDING

Drug Testing Policy

The parties are directed to negotiate a drug/alcohol testing policy. The NJAB shall retain jurisdiction over this issue, and shall decide the matter upon the request of any party if agreement is not reached by January 1, 2007.

Dated: 1/17/23

Robert Butler, President
Northeast Regional Council of SMART
Local Union # 17

D.D.S. Industries Inc
Company Name

01/17/23
Signature of Company Representative

Dwight D. Sicilia
Printed Name of Company Representative

RESOLUTION 78 LETTER

Notwithstanding the language of Article VIII, Section 6, it is understood by the Fall River – New Bedford Contractors and Local Union # 17, SMWIA because of the unique aspects of cornice work Copperhead Sheet Metal, Flag Ship Roofing, Universal Roofing and Sheet Metal Company, Inc. may bring into another area, within the jurisdiction of Local # 17 up to four (4) Fall River – New Bedford area journeymen for the installation of cornice work sheet metal. This agreement does not affect the cost of fabrication.

This Resolution remains in effect at the sole discretion of the Northeast Regional Council of SMART President.

1/17/23
Date

For the Union:

Robert Butler
Robert Butler, President
Northeast Regional Council of SMART
Local Union # 17