
STANADARD OPERATING PROCEDURES

OF

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

SMART LOCAL # 103

Preamble:

We feel that to achieve an active and healthy organization these Standard Operating Procedures shall be used as guidelines to maintain the standards and objectives of our Local Union. We feel that through the use of these Standard Operating Procedures, Labor gains already acquired shall be secured, and those still within the realm of reality will be accomplished. It is the purpose of these Standard Operating Procedures to further assert that the gains within labor are not for personal accretion, but the combined effort and cooperation of the entire membership acting as one.

Article I - Meetings

Section 1:

1a) The Regular meeting of Sheet Metal Workers Local #103 shall be in the months of January, April, July, and October on the third Tuesday in Butte, Great Falls, and South Eastern Idaho. The third Wednesday in Helena, Cheyenne, and Missoula. The third Thursday in Casper, Bozeman and Billings. All meeting times may be subject to change to fit area needs. Area meetings will be held as follows:

Helena
3rd Wednesday at 5:00 p.m.
SMWIA Local # 103 Office
5250 N. Montana Avenue
Helena, Mt

Great Falls
3rd Tuesday at 5:00 p.m.
Labor Temple
1112 7th Street
Great Falls, Mt

Butte
3rd Tuesday at 5:00 p.m.
4 Technology Way
MT JATC Training Center
Butte, Mt

Cheyenne

3rd Wednesday at 5:00 p.m.

IBEW Building

810 Fremont Ave.

Cheyenne, Wy

Casper

3rd Thursday at 5:00 p.m.

Operating Engineers Local # 800

4925 N. Wardwell Industrial Avenue

Casper, Wy

Bozeman

3rd Thursday at 5:00 p.m.

Labor Temple

422 e. Mendenhall

Bozeman, Mt

Billings

3rd Thursday at 5:00 p.m.

The Elks Lodge

934 Lewis Ave.

Billings, MT

Southeastern Idaho

3rd Tuesday at 7:00 p.m.

JATC Training Center

308 South Main Street

Firth, ID

Missoula

3rd Wednesday at 5:00 p.m.

Labor Temple

208 East Main

Missoula, Mt

1b) In the years of election of officers, a nomination meeting shall be held at 1:00 p.m. in Helena, MT., Casper, WY., and Firth, ID on the first Saturday of June. Election of officers shall be held on the 4th Saturday of June in each of the polling locations.

1c) Five (5) members shall constitute a quorum for all meetings.

1d) Executive Board will meet at 1:00 p.m. on the 2nd Saturday of January, April, July, and October at the Local #103 office in Montana or by electronic means.

1e) Four (4) Executive Board members shall constitute a quorum for Executive Board meetings.

1f) A special meeting of the Executive Board may be called by the President or Business Manager, complying with Article 14, Section 2 of the Sheet Metal Workers International Association Constitution and Ritual.

1g) A special meeting may be called for by the President or Business Manager according to Article 10, Section 6a of the Sheet Metal Workers International Association Constitution and Ritual.

Article 2 - Officers, Business Manager/FS-T and Business Representatives

Section 1:

1a) Qualification, nomination and election of officers, Business Manager/FS-T and Business Representatives shall comply with Article 12 of the Sheet Metal Workers International Association Constitution and Ritual. Election, balloting and tabulation procedures shall be set by an election committee appointed by the President.

1b) The Business Manager will be paid the highest building trades Journeyman scale in the Local #103 jurisdiction plus 30%. The Business Representatives will be paid the highest building trades Journeyman scale in the Local #103 jurisdiction plus 15%. The Local Organizer will be paid the highest building trades Journeyman scale in the Local # 103 jurisdiction plus 10%. The Business Manager, Business Representatives, and Organizers will receive the same fringe benefit contributions paid at the highest Journeyman contributions in the Local # 103 jurisdiction.

The Business Manager, Business Representatives, and Organizers will be paid 40 hours per week, 52 weeks per year.

The Business Manager, Business Representatives, and Organizers will be paid for the holidays listed in the Montana Collective Bargaining Agreement. The Business Manager, Business Representatives, and Organizers will receive two (2) weeks vacation per year, cumulative to not more than four (4) weeks total. Vacations will not be taken in larger than two (2) week intervals.

The Business Manager, Business Representatives, and Organizers will receive twelve (12) days sick leave per year, not to be accrued one year to the next. Should the need for sick leave extend past twelve (12) days, then vacation time will be used. If there is an extended illness, The Business Representative will cover the duties of the Business Manager.

1c) The President and Recording Secretary shall receive \$75.00 per month.

Section 2:

2a) The officers of the Local Union shall be as defined in Article 12, Section 1 of the Sheet Metal Workers International Association Constitution and Ritual.

2b) The officers of the Local Union shall consist of President, Vice President, Recording Secretary, four (4) Trustees, Financial Secretary-Treasurer, Conductor-Warden and six (6) Executive Board Members.

2c) The six (6) member Executive Board shall consist of the following: Two members residing west of Big Timber, Mt shall serve as Western Montana Executive Board Members. One member residing east of Big Timber, Mt shall serve as Eastern Montana Executive Board Member. One member residing in the jurisdiction covered by the Casper, Wy area CBA shall serve as Western Wyoming Executive Board Member. One member residing in the jurisdiction covered by the Cheyenne area CBA shall serve as Eastern Wyoming/Western Nebraska Executive Board Member. One member residing in the area covered by the Southeastern Idaho area CBA shall serve as the Southeastern Idaho Executive Board Member.

2d) The officers of the Local Union shall be elected from any area in the Local, with the exception of the Executive Board Members which will be elected as described in 2c above. All officers will be voted on, and elected by, the Local-wide membership.

2e) In all matters concerning the Executive Board voting rights on all issues, each area will be allowed only one vote, regardless of the number of officers in the area. The president will vote only in the event of a tie vote. This sets the total number of votes on the State executive Board at nine (9), with the President voting only as a tie-breaker.

2f) Each area will be responsible for deciding on how to cast their vote if they have more than one member on the Executive Board. In the event an area cannot come to terms on how to cast their vote, each Executive Board members' vote will be counted as a fraction of their total vote of one.

2g) The officers of this Local Union are hereby authorized and directed to manage, invest and expand property and money of the Local Union, and to incur on its behalf the normal and usual expenses and obligations in accordance with the practices of the Standard Operating Procedure or the Sheet Metal Workers International Association Constitution and Ritual.

2h) The L-103 Executive Board will continually research means to reduce operating costs of L-103 and insure the latest technology is investigated and priced so that operating costs are reduced, while Member service is maintained or improved. Examples of this include, but are not limited to;

1. Video Conferencing for Member meetings throughout L-103 that may greatly reduce travel expenses and multiple Member meetings.

2. Feasibility of quarterly Member meeting rather than Member meeting on an "every other month" schedule.
3. Conference call or Video call for Executive Board meetings.
4. E-Mail or other electronic means of communication with the membership.

Section 3:

So that all Members may receive proper representation and our Jurisdictional claims will be properly protected by the Elected Business Manager/Financial Secretary (BM/FST), the Wyoming area Business Representative (WYBA) and the Southeast Idaho Business Representative (IDBA), it shall be clearly understood, ANY eligible Member of Local 103 may be nominated to the aforementioned Local 103 positions provided they abide by the following:

1. The BM/FST shall be responsible for all representational duties within the state of Montana and will enforce all Contract language and protect all Local 103 Jurisdictional claims in the state. The BM/FST will conduct business within Montana on a daily basis, as needed and will personally bear all costs associated with residency. No rent, mortgage or hotel costs will be paid by L-103 other than those required when conducting normal L-103 business. This shall be in addition to the duties contained in the SMART Constitution and Ritual.
2. The WYBA shall service L-103 Members in the contract areas of Casper and Cheyenne, Wyoming on a daily basis, as needed and will personally bear all costs associated with residency required to do so. No rent, mortgage or hotel costs will be paid by L-103 other than those required when conducting normal L-103 business. Further, the WYBA will work under the direction of BM/FST and may be directed from time to time to cover areas or jurisdiction outside the Casper and Cheyenne area CBA's, as needed by the BM/FST. This shall be in addition to the duties contained in the SMART Constitution and Ritual.
3. The IDBA shall service L-103 Members in the contract area of Southeast Idaho on a daily basis, as needed and will personally bear all costs associated with residency required to do so. No rent, mortgage or hotel costs will be paid by L-103 other than those required when conducting normal L-103 business. Further, the IDBA will work under the direction of BM/FST and may be directed from time to time to cover areas or jurisdiction outside the Southeast Idaho

area CBA, as needed by the BM/FST. This shall be in addition to the duties contained in the SMART Constitution and Ritual.

Section 4:

To insure ALL Local 103 financial records are properly reviewed and explained to Trustees, the Trustees will meet not less than quarterly at the Helena, MT office with the Office Manager and the Financial Secretary-Treasurer. Further, the Trustees will receive Trustee Training as provided by the International Representative within sixty (60) days of election/appointment to the office of Local 103 Trustee. Trustees shall be compensated in accordance with Article three (3), Section 1(c) of the January 1, 2011 Local 103 SOP. All this in accordance with the SMART Constitution and Ritual.

Section 5: Official minutes and membership records shall be retained indefinitely. All other records will be retained as to conform with current state and federal law, after which time they shall be properly disposed of.

Article 3 - Operating Expenses

Section 1:

1a) The Executive Board shall have the authority to engage Legal Council for Union business.

1b) The Business Manager shall have the authority to engage or to authorize the use of office help as necessary to maintain an efficient operation of the Union office at all times.

1c) Compensation for attending Executive Board meetings will be as follows:

If not traveling, \$75.00 for the meeting.

If traveling, fifty five cents (\$0.55) per mile to and from the meeting.

1d.) Business Manager, Business Representatives, Organizers shall use the Local # 103 credit card for all vehicle expenses, rooms, meals, and day-to-day operating expenses. No subsistence will be paid for travel. All expenses will be listed on the employees monthly expense report with receipts attached. Any charges without receipts are subject to Trustee approval.

1e) Upon retirement, a watch will be purchased and presented to any member in good standing.

Section 2:

2a) A petty cash fund of one hundred fifty dollars (\$150.00) shall be established and it shall be used for incidental operating expenses. Withdrawals shall not exceed one hundred dollars (\$100.00) for any single transaction. Any expenses of more than one hundred dollars (\$100.00) shall be paid by check.

2b) This fund shall be replenished by check from the General Fund.

Article 4 - Automobile Policy

Section 1:

The Local Union will provide automobiles to The Business Manager, Business Representatives, and Organizer to enable them to carry out their duties. Automobiles will be purchased with the approval of the membership. Automobiles are to be purchased in the state where they are licensed for use. When the vehicle is out of service for repairs that require more than two (2) days, the Business Manager, Business Representatives or Organizers will be furnished with a rental vehicle. If they need to use their personal vehicle they will be reimbursed per the Collective Bargaining Agreement. The Business Manager, Business Representative, and Organizers shall be responsible for the care and safe storage of the automobile assigned to them. With the approval of the Executive Board, the Business manager will have the discretion to determine the make, model, and configuration of the automobiles, and the number of cars purchased.

Section 2:

The Local Union shall provide insurance for the automobiles, with coverage and policy limits as determined by the Business Manager. The Local Union shall also cover the uninsured costs of repairs of the automobiles, to the extent that the repair is necessitated by causes which did not involve the fault of the Local Union employee.

Section 3:

The Business Manager, Business Representatives, and Organizer shall use the Local Union credit card assigned to them for all gas, oil, and general maintenance items for the Local Union automobile. Each of these purchases shall be listed on the Local Union employee's monthly expense report.

Article 5 - Delegates and Committees

Section 1:

Appointments as delegates and to committees shall be by the Business Manager, with the exception of those specified by Article 13, Section 8(a) and 9 in the Sheet Metal Workers International Association Constitution and Ritual.

Section 2:

Members of this Union who serve on an examining board shall be paid for their lost time at the members appropriate wage rate.

Section 3:

The Business Manager will appoint the negotiation committee for contract and wage negotiations.

Members on the wage negotiation committee shall be paid their regular hourly wage when negotiating during regular working hours, plus mileage, room and subsistence where applicable.

Article 6 - Disbursements

Section 1:

1a) All disbursement procedures shall comply with Article 10, Section 14 of the Sheet Metal Workers International Association Constitution and Ritual.

1b) All checks for disbursements and all direct deposits will require two signatures to be valid, that of the Financial Secretary-Treasurer and one of the following three officers: President, Vice President, Recording-Secretary, or S.E. Idaho Business Representative. All electronic fund transfers will require approval of same officers.

1c) Expenditures over \$350.00 shall be approved by the membership.

Article 7 - Application for Membership

Section 1-Building Trades Applicants:

1a) Applications shall conform to all provisions and regulation provided for in Article 16, Section 2 of the Sheet Metal Workers International Association Constitution and Ritual.

1b) Standard re-initiation fee for former Building Trades member applicants shall be Four Hundred Dollars (\$400.00) plus two (2) months dues.

1c) Standard initiation fee for Building Trades Applicants and Apprentices shall be \$400.00, payable within six months, plus dues and assessments. Upon application for membership, the initiation fee will be divided by six (6) to figure a monthly payment.

1d) Withdrawal: To re-instate their card from withdrawal, the difference between the original initiation and the present initiation will be divided by six (6) to figure a monthly payment, plus dues, assessments, and/or fines, if applicable.

1e) Where it is deemed necessary for organizational purposes, a lesser or special initiation fee may be established by the Executive Board for a specific purpose and for a specific length of time.

1f) In Right-to-Work states the initiation fee for applicants shall be \$400.00, plus dues and assessments. Upon application for membership the initiation fee will be divided by six to figure a monthly payment.

1g) (a) Any member with the lesser or special initiation fee, who within a period of five years, leaves the employment for which the special initiation fee was established and seeks employment elsewhere within the jurisdiction of Local #103, shall be required to pay the difference between the special initiation fee and the current regular initiation fee.

(b) Any member with the lesser or special initiation fee, who within a period of five years, applies for a transfer card to transfer to another local, shall be required to pay the difference between the special initiation fee and the current regular initiation fee before a transfer card is issued.

1h) The Executive Board may require proof of any qualification which an applicant may claim to have.

1i) All monies paid toward an initiation fee are forfeited if the entire initiation fee has not been paid within six (6) months, unless the time period has been extended by actions of the Executive Board.

Section 2-Production and Industrial Applicants:

2a) Standard Initiation for production applicants shall be \$100.00. Upon application, a minimum of \$25.00 must be paid, with payments of at least one (1) hours pay at the applicable wage scale per day thereafter, paid on a weekly basis.

Section 3-Residential Installers Applicants:

The initiation fee for Residential Installer Applicants shall be \$400.00, and all other provisions applicable shall apply.

Section 4-Apprentice Applicants:

4a) An apprentice, upon becoming indentured, agrees to pay toward their initiation fee as follows:

All apprentices Shall pay the \$400.00 initiation fee, plus dues at the rate established By the Local Union per month, plus the current assessment percentage of gross wages.

Pre-Apprentices and Mechanical Helpers Shall pay dues at the rate established by the Local Union per month, plus the current assessment percentage of gross wages.

Apprentice, pre-apprentice, and mechanical helper dues shall increase as required in the current SMWIA Constitution and Ritual.

4b) In compliance with the Sheet Metal Workers International Association Constitution and Ritual; Article 23, Section 2(c), the current Per Capita Tax set by the International will apply.

4c) No pre-apprentice or mechanical helper shall work over one year without applying to be placed on the apprenticeship applicant list.

4d) These payments shall be in compliance with Article 23, Section 2 of the Sheet Metal Workers International Association Constitution and Ritual.

4e) Apprentices may apply for a variance under low employment situations by petitioning the Executive Board.

Article 8 - Reinstatement

Section 1:

1a) Refer to Article 16, Section 11 of the Sheet Metal Workers International Association Constitution and Ritual.

2a) Refer to Article 7, Section 1b of these Standard Operating Procedures.

Article 9 - Obligations and Duties

Section 1:

Any member having any knowledge of the violation of any part of the Constitution and Ritual, Sheet Metal Workers International Association, Standard Operation Procedures or Contract shall report same, with name of

offender to the Steward, Business Agent, or another officer of the Union as soon as possible, specifying the Article and Section violated. A member failing to do so is liable to fine, suspension, or expulsion, as the Union or trial committee may decide.

Section 2:

No member, nor any of his immediate family, will enter into any agreement to lend, lease, rent, sell or sub-contract any tools of the trade to any employer or contractor that is not deemed in accordance with the Executive Board or its appointed Committee to be for the good of the union. Any lease or contract in existence shall be grand-fathered in for a period of two (2) years from the date of inclusion of this amendment into the Standard Operating Procedure.

Section 3:

Any member leaving his work area to work or changing employment, shall notify the Business Agent or Business Manager. Failure to do so will leave member subject to removal from the job or the shop.

Section 4:

4a) Each member is required to report to the local union office either in person or by telephone immediately upon becoming unemployed.

4b) Members assigned to work in locations outside their local dispatch areas by employers are required to report such work to the Local Union office prior to performing such work.

4c) Members reporting back to work have twenty-four (24) hours to report to the Union office or they will be subject to action by the Executive Board.

Section 5:

Each member, when called, will picket for four (4) hours, unless he makes arrangements for a replacement, or be subject to action by the Executive Board. Picket list to work from A-Z towards the center.

Article 10 - Dispatch/Referral Procedure

Section 1:

This referral system shall operate without regard to race, religion, national origin, age, sex or status as a handicapped worker.

Section 2:

Dispatches shall operate on a first in, first out basis within each referral group listed below. Place on the list will be determined by the

date and time the member calls to place his/her name on the Out of Work List. In situations where lack of qualifications of a member prohibits manning the job with the skills required, the next qualified member on the list shall be dispatched.

A List: Members who reside in the geographical area in which the work is to be performed. These dispatch areas are:
 Montana - Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula
 Wyoming - Casper, Cheyenne
 SE Idaho

B List: Members of the area served by Sheet Metal Workers Local #103

C List: Members of Sheet Metal Workers International Association belonging to locals other than #103

D List: Registrants that have 4 or more years experience in the trade, but are not members of Sheet Metal Workers International Association.

E List: Registrants that do not fall into any of the above categories.

2(b) There will be a service fee of 90% of the current Journeyman dues to be put on the D or E list above.

2(c) After three refusals of job offers in a members' geographical area, said member will be moved to the bottom of the dispatch list.

2(d) Only three attempts to call members shall be required of the business office; this includes messages left with answering machines.

Section 3:

(3a) A members' name is removed from the dispatch list:

1. After working 5 days in his/her own geographical area their name will be removed from the A list
2. A member working outside of his/her area of residence will maintain their position on all dispatch lists regardless of days worked.
3. A member who is fired or quits without cause shall forfeit their position on all dispatch lists.

3(b) No member may bypass their position on the B list.

3(c) Any member who has worked for an employer in the past may accept employment from that employer, but must receive a referral slip from the business office of Local # 103.

3(d) When a retired member wishes to work at a signatory shop or a related job, they must call the business office to be put on the Out of Work List. When the list is exhausted the retiree can be called to work. The retiree will pay his regular retired member dues, plus the current assessment.

3(e) A member will given access to their area Out of Work List at the area meetings or through the Local #103 Office.

3(f) An employer shall not be provided, written or verbal, the names on any Out of Work List. An employer will be furnished only the name of the member at the top of the list.

Section 4:

Job Solicitation is allowed with the following restrictions:

- (a) A member must be on the Out of Work List.
- (b) No member may solicit work at the job site. All solicitation must be done at the contractors' shop or office.
- (c) If a member solicits work and is hired, the member must notify the business office prior to going to work.
- (d) No member is allowed to solicit work from out-of-state or national contractors; their work force must come from the current Out of Work List. Using the referral system, all consideration for specified personnel will be given to these contractors in their request for manpower.
- (e) A member will only be allowed to solicit work in his/her own dispatch area as described in the A List above.

Section 5:

Any member who believes they have not been accorded all rights established herein may file a written protest to the Business Manager of Local #103 within five (5) days of the initial complaint. The Business Managers decision is final.

Section 6:

Any member who refuses six (6) referrals in six (6) months will lose his out of work status on all dispatch lists and be required to pay full dues.

Section 7:

No member of another Local Union will be allowed to solicit or accept employment without approval of the Business Manager of Local #103.

Section 8: Work Permits

Work Permits shall be issued only by or at the direction of a business office of Sheet Metal Workers Local #103

8(a) Under no circumstances will work permits be issued which exceed forty-five (45) working days.

8(b) Work Permits will not be issued or renewed so long as there are qualified journeyman sheet metal workers available for referral through the Dispatch/Referral Procedure.

8(c) Work Permits will not be issued or renewed so long as there are qualified apprentice sheet metal workers available for referral through the Dispatch/Referral Procedure.

NOTE: Dispatch and solicitation procedures for the Southeastern Idaho area may refer to procedures set in the current area Collective Bargaining Agreements.

Article 11 - Dues and Assessments

Section 1:

Refer to Article 10, Section 2 and Section 3 of the Sheet Metal Workers International Association Constitution and Ritual.

Article 12 - Stewards

Section 1:

The Business Manager shall appoint Stewards as may be necessary to properly perform Union functions and duties.

Section 2:

2a) Shop Stewards shall report at least once a month. Said report shall be submitted at a Union meeting.

2b) Shop Stewards shall inspect dues receipts of members reporting for work.

Article 13 - Changes to Standard Operating Procedures

Recommendations made for any changes to the Standard Operating Procedures must be submitted in writing, to be read at the next scheduled meeting. They are to be voted on at the next scheduled meeting in all area

These Standard Operating Procedures are not intended to conflict in any way with the Sheet Metal Workers International Association Constitution and Ritual. If any part is found or considered to be in conflict, the Sheet Metal Workers International Association Constitution and Ritual shall supersede such portions.

Revised per Membership of Smart Local # 103

