June 15, 2015

TO: All U.S. Building Trades Business Managers

RE: International Reciprocity Agreement, Addendum "D" (attached)

Dear Sirs and Brothers:

One of the many benefits of being a SMART Union Sheet Metal Worker is when necessary, the ability to travel out of the member’s home local to another SMART local to seek employment with a signatory contractor. The ability to travel or “journey” to another area is the basis of the term “journeyperson”.

In pockets across the United States, work has improved. However, in many areas opportunity for steady employment has not returned to the levels seen before the 2008 recession. SMART members of locals where work continues to be slow are traveling to locals where their skills are needed. We anticipate that the need for these travelers will increase as the construction economy improves and as several “mega-projects” begin to increase numbers of sheet metal workers needed on site.

To best facilitate the continuity of the traveling members’ fringe benefits, a national benefit reciprocity program was started in the 1980’s called the Sheet Metal Workers Master Reciprocal Agreement (Reciprocal Agreement). The SMART Constitution gives further reference to the Reciprocal Agreement in Article 16, Section 10(d). The Reciprocal Agreement is designed to meet the needs of SMART members in protecting their healthcare, defined benefit and defined contribution pensions, and now, reciprocating the jobsite local training fund contribution back to the member’s home training fund.

In most cases, the member’s home training fund has invested heavily in his or her training and education. In addition to apprenticeship, these traveling members may have had additional training and certifications. As an example, the investment to train a SMART member to become a certified welder is very expensive. When this member travels out of the home local and performs certified welding in another local’s jurisdiction, it is only right that the member’s home training fund be made whole for the investment it made.
If SMART is to continue to provide sheet metal workers and SMART certified welders for projects across the Country, it is imperative that every local do its part in the training of our members. Reciprocating training contributions will assure that the training fund that has incurred training expenses has been properly compensated for their efforts. I strongly recommend that every SMART business manager consider and forward the enclosed reciprocal agreement Addendum “D” to the training fund trustee’s and support its adoption.

When the training fund adopts Addendum “D”, the executed document should be sent to SMART General Secretary-Treasurer Rich McClees, in care of Ken Colombo, 8403 Arlington Blvd, Suite 310, Fairfax, VA 22301.

If you have any questions or need additional information please contact your International Representative.

Fraternally,

[Signature]
Joseph Sellers
General President

cc: Rich McClees
    Ken Colombo
    Marc Norberg
    Joseph Powell
    Jim Page
    Brad Plueger
    Charles Mulcahy
    International Representatives (U.S.)
Addendum D (Apprenticeship Training fund) To the Sheet Metal Workers’
International Association Master Reciprocal Agreement

The Trustees of the ___________________________ Joint Apprenticeship Training Fund ("Fund") agrees as follows:

The Fund is a joint apprenticeship training fund that provides training and related preparation to participants who are covered by a collective bargaining agreement to which a local union of SMART is a party.

All terms in this Addendum shall have the same meaning as in the Sheet Metal Workers’ International Association Master Reciprocal Agreement. When the Fund forwards Contributions under the Agreement and Addendum, the Fund acts as a Cooperating Fund, and is acting only in the capacity of a non-fiduciary custodian and/or transfer agent. The Contributions being forwarded are, at all times, assets of the Home Local Fund(s).

As soon as practicable after receipt of: (i) a written notice from the Local Union that maintains the Cooperating Fund (the “Cooperating Local”) that there is an employee from another Local Union’s jurisdiction working under a collective bargaining agreement within the jurisdiction of the Cooperating Local; and (ii) Apprenticeship Training fund Contributions for hours of work performed by such employee, the Cooperating Fund will forward all of those Contributions to the employee’s respective Home Fund(s) together with a report listing, by employee, the hours for which the Contributions have been paid along with any other information upon which Contributions are based. If there is no Home Local joint apprenticeship training fund, then the contributions shall be retained by the Cooperating Fund.

The sole method of terminating this Addendum is pursuant to the termination provisions in the Sheet Metal Workers’ International Association Master Agreement.

IN WITNES WHEREOF, the undersigned Joint Apprenticeship Training fund by the signatures of its duly authorized representative(s) hereby becomes a party to this Addendum and agrees to be bound by its terms and provisions:

____________________________, 20_________.

____________________________________________________
Authorized Representative (signature) Print: First Name, Last Name, Title

Funds Full Name:______________________________

Address:____________________________________________________________