



INTERNATIONAL ASSOCIATION OF
**Heat & Frost Insulators
& Allied Workers**

International Headquarters

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Office of the General President
May 31, 2019

Via: Blast E-mail

TO: All U.S. Building Trades/Construction Local Union Business Managers
FROM: General President, James P. McCourt
RE: New Memorandum of Agreement signed by the Insulators and SMART

Attached for your information and files is a copy of the signed Memorandum of Agreement between our craft and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

As discussed at the recent Local Union Officers Conference in Phoenix, AZ, this Agreement shall effect any work covered under this Agreement bid after June 1, 2019.

I am directing every Business Manager to forward this correspondence and the Agreement to your signatory contractors ASAP.

Should you have any questions or concerns, please direct them to your Conference International Vice President.

With kind regards, I remain

Fraternally yours,

James P. McCourt
General President

JPM/tzh

cc: General Executive Board
Jurisdictional Director, John Conroy
Int'l. Representative, Rob Hall
IIIATF Administrator, Tom Haun

Affiliated with
the AFL-CIO,
Building and
Construction
Trades
Department,
Metal Trades
Department
and Canadian
Labour Congress



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**JURISDICTIONAL SETTLEMENT
BETWEEN
HFLAW AND SMART
MEMORANDUM
OF
AGREEMENT**

Agreement entered into this 1st day of June 2019, by and between International Association of Heat and Frost Insulators (hereafter referred to as Insulators) and the International Association of Sheet Metal, Air, Rail and Transportation Workers (hereafter referred to as SMART) for work only in the United States.

This Agreement is adopted in a mutual effort to further the harmonious relationship between the parties, to enhance work traditionally performed by the signatory parties, to take advantage of the opportunity to capture market share and to promote growth, and to settle jurisdictional disputes directly between the two organizations which is in the best interest of the unionized construction industry. Both parties agree to work together to effectuate a smooth transition of this agreement.

The work scope described in this Agreement is inclusive of new construction, remodel, retrofit and maintenance. This Agreement supersedes all prior agreements pertaining to the work outlined in this agreement, as well as understandings (whether written or oral) between the signatory International Unions with respect to the subject matter hereof.

It is understood that when composite work is to be performed, the members performing work on that system shall be paid the higher taxable wage of the two crafts. However, benefits shall be paid at the rate stated in each crafts CBA.

(Attached are exhibits as noted below for more details to be used to resolve issues during interpretations of systems.)

1. All materials required for the prime function of thermal and acoustical treatment applied inside sheet metal ductwork, plenums and equipment in a shop is recognized as coming within the jurisdiction of SMART. (See Exhibit A)

2. All insulation materials applied to sheet metal ductwork, fan housings, all casings, fresh air intakes, plenum chambers etc., on the job site is recognized as coming within the jurisdiction of the Insulators. (See Exhibit A)
3. In the instance where a casing or plenum chamber consist of a sandwich of two layers of sheet metal or other material with insulation between the same and entirely pre-fabricated in a shop, this work on the job site shall be within the jurisdiction of SMART. (To clarify: This clause is applicable to plenum walls, cooler boxes, built-up air houses, and other similar installations.) (See Exhibit B)
4. Building envelope systems (including metal siding and metal roof systems) are specifically excluded from the terms of this agreement.
5. Field connection points, the insulation shall be installed by the Insulator and the cover material shall be installed by SMART.
6. All metal lagging (pipe insulation jacketing) .020 gauge and lighter shall be recognized as the work of the Insulators. All metal lagging (pipe insulation jacketing) heavier than .020 shall be recognized as the work of SMART.
Exception to the above: When an owner / contractor representative changes specification from .020 up to .024 after the original bid date this work shall be the work of the Insulator. For example, when lagging is increased for heavy traffic areas.
7. The application of thermal materials required for the prime function of thermal insulation applied to mechanical piping shall be recognized as the work of the Insulator.
8. Tanks, Boilers, Equipment and Flat Work on Industrial Projects:
 - a. The application of lagging (jacketing), .020 and lighter gauge for tanks, boilers and equipment shall be recognized as the work of the Insulator. The application of lagging (jacketing) heavier than .020 for tanks, boilers and equipment shall be recognized as the work of SMART.
 - b. The application of thermal materials required for the prime function of thermal insulation applied to tanks, boilers and equipment shall be recognized as the work of the Insulator.

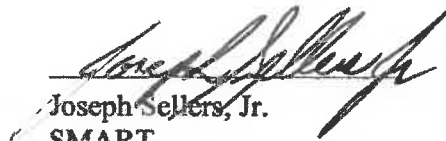
- c. Flat work systems built on the job site shall be installed as follows: sub-girt (SMART), inner mesh (Insulators), flashing (SMART), thermal insulation (Insulators), the application of lagging (jacketing) regardless of material or gauge (SMART), draft stops when made of metal (SMART) all other draft stops (Insulators), and installation of box rib when not attached (SMART).
(Exhibits C, D, E)
 - d. The installation of flat work systems (panels) pre-fabricated offsite shall be recognized as 50/50 composite crew of SMART and Insulators.
(This is in reference to "packed panels") (Exhibit F)
9. The application of any new products or technologies that are introduced to the industry shall be discussed and settled by the General Presidents of the two Internationals or their designated representatives. If the Presidents or designees cannot agree, then they will refer to item #10 for resolution.
10. Any dispute or controversy arising out of the application or interpretation of this agreement shall be referred to and settled immediately by the General Presidents of the two International Unions or their designated representatives, in accordance with the purpose and intent of this agreement.


In the event the parties are unable to resolve the dispute, the parties agree to utilize the Plan for Settlement of Jurisdictional Disputes (PLAN) for settlement.
11. The parties agree to meet and resolve to the satisfaction of both parties the following issues. This shall take place within 90 days of signing this agreement.
 - SMART to create an MOU to hold in abeyance the 2014 Constitutional Amendment of the jurisdictional claim of Duct Wrap.
 - SMART and HFIAW to work on settlement of current SMART signatory insulation companies.
 - SMART and HFIAW to work on identifying current members that are working within the jurisdiction (per this agreement) of each other's craft on a full-time basis. These members shall be offered to join the union which holds jurisdiction of their work.

- Agreement that if either party is unable to fulfill open jobsite requests additional workforce shall be provided by the other craft with full reciprocity of benefits including dues (money follows the man). All wages shall be paid per the prevailing craft for the work being completed (the intent is to not undercut another trade).
- When members from one craft fulfill an open jobsite request for another craft all jurisdictional assignments and associated hour shall be credited to the craft as outlined in this agreement. Hours worked by fulfilling craft may not be used for jurisdictional claims.

This agreement shall be in full force and effect starting the first day of June 2019 and shall remain in effect each year thereafter or until either party with a 90-day written notice terminates this agreement.

Agreed to on this 23rd day of May 2019.


Joseph Sellers, Jr.
SMART
General President


James P. McCourt
HFIAW
General President

JURISDICTIONAL SETTLEMENT BETWEEN HFLAW AND SMART

Exhibit A DUCT SYSTEMS

- All insulation required for the prime function of thermal and or acoustical treatment applied inside of sheet metal ductwork, plenums, and equipment in a Sheet Metal shop shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- All materials required for the prime function of acoustical treatment applied inside of sheet metal ductwork, plenums, and equipment on the jobsite shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- All insulation applied to the exterior of ductwork, plenums, and equipment either in a shop or on the jobsite shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.

Exhibit B SPECIALIZED DUCT SYSTEMS

By definition this would be described as but not limited to pre-fabricated casing, plenum chambers, certain grease ducts, exhaust ducts where the insulation is sandwiched between an inner layer and outer layer of Sheet Metal.

- Prefabrication performed in a Sheet Metal Shop shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Installation as well modification on jobsite (excluding any insulation modifications as well as insulation tie- ins at joints) shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Any insulation modifications as well as insulation installed at joints or tie ins shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.

Exhibit C

INDUSTRIAL BREECHINGS

Separate Application

- Welding of pins to attach insulation shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- Distribution and Installation of all insulation shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- Welding of standoffs as well as sub girts shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Distribution and installation of Box Rib/Lagging shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Distribution and installation of flashing shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

Exhibit D

ROAD MESH SYSTEM

- Inner lagging / road mesh for the sole purpose of holding insulation shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- Pins and washers used to secure insulation shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- Insulation Draft stops shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- Metal Draft stops shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Distribution and installation of insulation shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers.
- Distribution and installation of Box Rib / Lagging shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Distribution and installation of flashing shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

Exhibit E

H-BAR SYSTEM

- Fabrication, distribution, welding, and installation of stand offs, sub-girt, Z-Bar and H-Bar used for the dual purpose of holding insulation and Box Rib / Lagging shall be done in a 50/50 composite ratio between the International Association of Heat and Frost Insulators and Allied Workers and the

International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

- Distribution and installation of insulation shall be the exclusive work of the International Association of Heat and Frost insulators and Allied Workers.
- Insulation Draft stops shall be the exclusive work of the International Association of Heat and Frost Insulators and Allied Workers
- Metal Draft stops shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Distribution and installation of Box Rib / Lagging shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Distribution and installation of flashing shall be the exclusive work of the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

Exhibit F

COMPOSITE PANELS

Definition of a composite panel is a pre- manufactured panel of Box Rib / lagging with insulation attached.

- Distribution and installation shall be done in a 50/50 composite ratio between the International Association of Heat and Frost Insulators and Allied Workers and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Fabrication, distribution, welding, and installation of stand offs,

sub-girt, shall be done in a 50/50 composite ratio between the International Association of Heat and Frost Insulators and Allied Workers and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

- Fabrication, distribution, , and installation of flashing shall be done in a 50/50 composite ratio between the International Association of Heat and Frost Insulators and Allied Workers and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).
- Any and all modification shall be done in a 50/50 composite ratio between the International Association of Heat and Frost Insulators and Allied Workers and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).