**MEMORANDUM OF AGREEMENT**

This agreement is made this \_\_ day of \_\_\_\_\_\_, 2019 by and between the International Association of Sheet Metal, Air, Rail and Transportation Workers, AFL-CIO (“SMART”) Local \_\_\_\_ (“the Union”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Employer”). This Memorandum sets forth the agreement between the Union and the Employer concerning the Architectural Internship Program and the treatment of Interns under the local collective bargaining agreement (CBA).

1. The Employer has implemented an Architectural Intern Program (“Program”) for architecture students in order to increase awareness and promotion of architectural sheet metal to other parts of the industry, including architects. The Employer may hire [insert number] intern(s) during the summer and [insert number] intern(s) during the fall and spring semesters. An Intern (as defined in Paragraph 2) may only participate in one internship with the Employer under this Program. The Intern may only perform [insert number] hours of work relating to the sheet metal trade during their internship.
2. “Interns” are defined as architecture students at accredited colleges and universities completing internships under this Program. Interns must be selected in accordance with the student selection procedures of the American Institute of Architecture Students, and Interns must earn credit/experience hours during their internship in accordance with the Architectural Experience Program (AXP™) of the National Council of Architectural Registration Boards.
3. The parties are currently bound by the CBA.
4. The Union and the Employer agree that Interns are not covered employees under the CBA. Accordingly, the Employer does not have to make contributions to any local fund(s) or to the National Funds that are required by the CBA on behalf of Interns.
5. The Employer agrees that Interns shall not in any way supplant or replace sheet metal workers working under the CBA. [PARTIES CAN INSERT RESTRICTIONS ON THE KIND OF WORK INTERNS MAY PERFORM]
6. The Employer agrees to indefinitely maintain records on all hours worked by Interns under this Program, including documentation verifying the AXP™ credit/experience hours earned by Interns during their internship. The Employer agrees to share these records with the Union and with fund auditors when requested to do so.
7. This MOA shall be subject to the grievance procedure contained in the CBA.
8. This MOA shall become effective on the date of signature and remain in full force and effect for the same term as the CBA.

Agreed to on behalf of the Employer: Agreed to on behalf of SMART Local \_\_\_:

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Signature Signature

Printed Name: Printed Name:

Title: Title:

Organization: Organization:

Date: Date: