

**AGREEMENT
BETWEEN**

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL
AND TRANSPORTATION
LOCAL UNION NO 29
WICHITA, KANSAS**

AND

**THE ASSOCIATION OF
MECHANICAL AND SHEET METAL
CONTRACTORS OF KANSAS**



May 1, 2021 to April 30, 2026

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PREAMBLE

This Agreement entered into through collective bargaining represents the combined efforts of management and labor to jointly provide for the consuming public, a quality, efficient management and labor work force through establishment of a cooperative attitude in efforts to facilitate prosperity for the community in which the signatory parties to this Agreement work.

The Employer and the Union by entering into this Labor Agreement set forth certain conditions in order to promote orderly and peaceful relations with the employees to achieve the highest level of employee performance consistent with safety and good health through a sustained effort.

The Employer and the Union encourage an atmosphere of friendly, cooperative relationships between their respective representatives at all levels, with and between all employees for the purpose of maintaining stable, competitive conditions in the construction industry, emphasizing fair wages and working conditions. We further, have provided for the accomplishment of the necessary procedures by which these ends may be accomplished.

MANAGEMENT RIGHTS

The Employer, in the exercise of the functions of management, reserves the exclusive right to manage the company business, whether it be proprietorship or corporation, and to assign and direct the work in the company shop or shops, and at any and all project sites, etc., in accordance with the company's best interests.

The functions of management shall include but not be limited to: (a) the right of the Employer in his discretion, in whole or in part, to diminish operations, increase or change production equipment, as circumstances require. (b) the

management of the business, and/or shops and directions of the working forces, including the right to hire, suspend, transfer, discharge or reprimand, and the right to relieve employee from duty because of lack of work, or causes other than membership or non-membership in the Union, is vested in the management, subject to Article XIV.

ASSOCIATION RECOGNITION

The Union recognizes The Association of Mechanical and Sheet Metal Contractors of Kansas as the primary bargaining agent within the geographical jurisdiction of Local Union No. 29 pertaining to sheet metal work performed in the building and construction industry, and as the exclusive bargaining agent for its members and other contractors firms from whom it holds either a Power of Attorney or Letter of Assent.

It is understood and agreed that the Association is acting only as agent for those employers who have authorized it so to act; and in no event shall it be bound as principal or be held liable for damages for any breach of this Agreement by any of the employers for whom it is acting.

In accordance with the past practice of this Association, employers who have designated the Association as their bargaining representative shall execute this contract in their individual capacity, which contract shall continue to be effective and binding upon the individual employer in the event they should resign from said Association, or withdraw bargaining rights prior to the expiration of this Agreement.

STANDARD FORM OF UNION AGREEMENT

Sheet Metal, Roofing, Ventilating and Air Conditioning Contracting Divisions
of the Construction Industry

AGREEMENT entered into this 1st day of May, 2021 by and between The Association of Mechanical and Sheet Metal Contractors of Kansas, hereinafter referred to as the ASSOCIATION, and Local Union No. 29, of the International Association of Sheet Metal, Air, Rail and Transportation, hereinafter referred to as the UNION for: BARBER, BARTON, BUTLER, CHAUTAUQUA, CHASE, CLARK, COMMANCHE, COWLEY, DICKINSON, EDWARDS, ELK, ELLISWORTH, FINNEY, FORD, GRANT, GRAY, GREELEY, GREENWOOD, HAMILTON, HARPER, HARVEY, HASKELL, HODGEMAN, KEARNEY, KINGMAN, KIOWA, LANE, McPHERSON, MARION, MEADE, MORTON, NESS, PAWNEE, PRATT, RICE, RENO, RUSH, SEDGWICK, SEWARD, SCOTT, STAFFORD, STANTON, STEVENS, SUMNER and WICHITA COUNTIES.

ARTICLE I SCOPE

SECTION 1. This Agreement covers the rates of pay, rules and working conditions of all employees of the Employer engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of the ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust 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 the International Association of Sheet Metal, Air, Rail and Transportation.

SECTION 2. It is further understood that employees covered by this Agreement shall locate all openings through walls, floors, ceilings and roofs that are to receive work as covered in Section 1. This does not apply to new buildings under construction where common practice provides that openings be left for sheet metal work by general contractor as construction progresses.

SECTION 3. It is agreed that employees covered by this Agreement shall do the Employer's air balance and adjustment work in the field, provided, however, the Employer shall have the sole right to select the employees to do such work; provided further, that this section shall not be applicable; and such employees shall not do such work when the Employer is bound by contract specification to use an outside professional firm to complete the balance and adjustment work.

SECTION 4. It is further agreed that the preparation of shop drawings and field sketches used in fabrication and erection shall be by employees covered by this Agreement, subject to the following exceptions:

- (a) The Employer or shop superintendent as an individual may prepare any drawing required.
- (b) Any design or redesign work that substitutes for the original Architect, or Engineer Drawing, is not covered by this Agreement.
- (c) Where the Employer is bound by contract to furnish shop drawings for approval by the owner,

architect or engineer, such work is not covered by this Agreement.

SECTION 5. The Employer agrees to work with the Union to obtain all the work that comes within the International Association of Sheet Metal, Air, Rail and Transportation.

SECTION 6. The Employer agrees to and will respect the work jurisdictional rules of the Union as outlined in this Article and shall not direct or require Employer's employees or other persons, other than employees covered in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit.

ARTICLE II SUBCONTRACTING

SECTION 1. No Employer shall subcontract or assign any of the 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 allowed as long as it has the union label.

SECTION 3. It is acceptable for a contractor signatory to this Agreement to subcontract work to and/or from another contractor signatory to this Agreement.

ARTICLE III PERSONNEL TO BE EMPLOYED

SECTION 1. The Employer agrees that none but QUALIFIED JOURNEYMEN, REGISTERED APPRENTICES AND HELPER sheet metal workers shall be employed on any work described in Article 1.

SECTION 2. Journeyman qualifications are to be judged on a non-discriminating basis and shall not be based on, or in any way be affected by, Union membership or non-membership, Union by-laws, rules, regulations, constitutional provisions or any other aspect of or obligation of Union membership, policies or requirements.

ARTICLE IV HIRING

SECTION 1. The Union agrees to furnish, upon request by the Employer, duly qualified journeyman and 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.

Journeyman education and safety certification shall be addressed by an ongoing taskforce to assure that Union sheet metal workers are the best trained and safest in our jurisdiction.

Each contractor shall be allowed to implement their own drug testing policy.

SECTION 2. Whenever an Employer requires sheet metal employees on any job or shop, he shall notify the Local Union Office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, type of work to be performed, and number of personnel required including number of minorities needed to comply with E.E.O.

Affirmative Active Program. At no time may a contractor “borrow” a sheet metal worker from another contractor.

SECTION 3. Upon request of the contractor for employees, the union shall immediately refer competent and qualified Journeymen to the requesting contractor in sufficient numbers required by the contractor. The method of selection shall be the Contractor will have the option of selecting any employee from the Journeyman list or taking the first candidate off-of-the-top referral list.

SECTION 4. Selection of Personnel for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership or non-membership, Union by-laws, rules, regulations, constitutional provisions, or any other aspect of or obligation of Union membership, policies or requirements. All qualified applicants are encouraged to apply for jobs in both the journeyman and apprentice programs. Any person who applies for a job will not be discriminated against because of race, creed, color, national origin or sex.

SECTION 5. Employers will be permitted to hire one apprentice and one helper with each journeyman. **All Helpers will be hired through the Union Office.** In the event sufficient registered apprentices are not available, helpers may be used to fill apprentice ratios.

Any apprentice dropped from program by J.A.C. will be terminated from employment by the contractor upon notification of the J.A.C.

SECTION 6. The Union and the Employer shall post in places where their notices are customarily posted, a copy of this article IV on hiring.

SECTION 7. The Employer has the right to review dispatching records of Local No. 29.

SECTION 8. If the Local Union No. 29 fails to furnish qualified workers within forty-eight (48) hours (Saturday, Sunday and holidays as outlined herein excluded), the Employer shall be free to obtain temporary workers from any source. Upon notification by the Union to the Employer that qualified workers are available, the Employer will terminate the temporary employees.

ARTICLE V UNION SECURITY

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 1 of this agreement, within eight (8) days following the beginning of such employment or the effective date of this agreement, whichever is the latter provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. The Union may request recognition as the exclusive collective bargaining agent for all employees employed by the Employer in the classifications and geographic jurisdiction covered by this Agreement, whether or not they are members of the Union. In determining whether the Union has the support of a majority of the Employer's employees, such showing may be based upon either a majority of those employed at the time such representation is requested, or, a majority of those eligible to vote under the National Labor Relations Board's Steiny-Daniel formula. No later than

10 days following the Union's request, the Employer shall review employees' authorization cards submitted by the Union in support of its claim to represent and have the support of a majority of such employees. If a majority of the employees has designated the Union as their exclusive collective bargaining representative, the Employer will recognize the Union as such majority representative of all employees in the classifications and geographical jurisdiction covered by this Agreement. The Employer shall not file or cause the filing of a petition for election or unfair labor practice charge with the National Labor Relations Board in connection with any demands for recognition provided for here. Article X of this Agreement shall be the sole and exclusive means of resolving any dispute concerning this provision.

SECTION 3. If, during the term of this agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such a 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 1 of this Article.

SECTION 4. The provisions of this article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI WORK HOURS, OVERTIME

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between five (5) A.M. and six (6) 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 work performed outside of regular working hours and performed during the regular work week, shall be as follows:

All hours worked before 5:00 A.M. and after 6:00 P.M. during the regular work day are considered as overtime. The first 4 hours of overtime in each day of the regular work week shall be paid for at the rate of 1½ times the base rate. All other hours worked in addition to the 4 hours shall be paid for at 2 times the base rate. Saturday may be utilized as a make-up at straight time rates provided that the amount of time worked on Saturday does not exceed time missed during the previous 5 days. Make-up time worked on Saturday shall be on a volunteer basis of employee. Saturday make-up day shall not be used to make up time lost due to regular scheduled holiday.

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, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be recognized as legal holidays. In the event that a recognized holiday falls on a Sunday, the following Monday shall be observed as the holiday. All work performed on holidays, Saturdays and Sundays shall be paid as follows:

Two times the base rate for Sundays and legal holidays; one and one-half times the base rate shall be paid for the first twelve (12) hours of work performed on Saturday; all additional hours on Saturday shall be paid for at the rate of two times the base rate.

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to members on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work shall be 15% times the base pay and will be given by the employer for hours worked outside of the regular work day and during 40 continuous work week hours (Saturday, Sunday and legal holidays excepted). If 40 hours do not apply, refer to Article VI, Section 1, second paragraph. Double shift may be worked upon mutual agreement after shift work if 8 hours has not past between shifts. Shifts may start as early as Sunday PM and conclude no later than Saturday AM.

Employees may work a four ten-hour day work week on a project basis when it is mutually agreed by the Member and the Employer. Ten hours shall constitute a day's work between the hours of 5:00 A.M. and 5:00 P.M. Monday through Thursday.

SECTION 5. When inclement weather or adverse conditions require a change from the usual working hours, such change will be authorized upon request and will automatically change the beginning and ending time between which the regular working day should be performed as set forth in Section 1 of this Article.

SECTION 6. Employees covered by the Agreement shall not be required or permitted to load materials or shop tools without pay.

ARTICLE VII TRAVEL

SECTION 1. Any employee furnishing transportation agrees to accept the following travel reimbursement. These rates are based on the employee traveling on his own time, reporting to the job site at the start of the work day and working until the end of the job work day. The distance of all jobs shall be measured over the most commonly traveled route from Broadway and Douglas.

ZONE	MILES	RATE PER DAY	
1	0-60	FREE	Effective 5/1/21
2	60-90	\$45.00	Effective 5/1/21
3	Over 90	\$85.00	Effective 5/1/21
3	Over 90	\$100.00	Effective 5/1/22

EXCEPTIONS for work in the three zones listed above;

1. If the contractor elects to furnish adequate transportation, there will be no additional travel pay and the employee will report at the job site at the start of the work day and not leave the job site until the end of the work day.
2. When the employee's permanent residence is within a 25-mile radius of the job site, within the jurisdiction of Local No. 29, no travel reimbursement has to be paid.

ARTICLE VIII WAGES

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: See Wage/Fringe Sheets.

JOURNEYMAN WAGE/FRINGE SHEETS. SEE ATTACHMENT

APPRENTICE WAGE/FRINGE SHEETS. SEE ATTACHMENT

HELPER/PRE-APPRENTICE MOU. SEE ATTACHMENT

LIGHT COMMERCIAL & RESIDENTIAL FOR WESTERN KS HVAC MOU. SEE ATTACHMENT

WAGE EQUALIZATION

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen sheet metal workers and/or apprentices within the jurisdiction of any other Local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeymen employed on such work in the home shop or sent to the job site.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture 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 only
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators

SECTION 4. The provisions of Section 2 of the Article shall not be applicable to the manufacture for sale to the trade or purchase of PLENUMS-Double wall panels for use in construction or air housing.

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 1 of this Agreement to be performed outside of the 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 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 International Association of Sheet Metal, Air, Rail and

Transportation covering the area then the minimum conditions of the home Local Union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated. If during the term of this Agreement the Welfare Benefits (Mo-Kan Insurance, Sheet Metal Workers National Pension Fund, National Apprentice Fund, Local Apprentice Fund, Administration and Sheet Metal Workers Long Term Disability Insurance) requires more or less hourly contributions, this contract will be amended upon Union's request provided any additional contributions will be at the Employee's expense.

WORK DUES ASSESSMENT FUND

SECTION 9 (a) An amount as outlined in Wage Schedule, Article VIII, Section 1, per hour worked shall be deducted from the employee's pay as a Work Dues Assessment Fund, said monies to be accrued and paid by the Employer into the legal and properly administered Work Dues Assessment Fund Plan. Remittance forms are available through the business manager.

If during the term of this Agreement the Work Dues Assessment Fund requires more or less hourly contribution this contract will be amended upon Union's request provided any additional contribution will be at the Employee's expense.

EQUALITY FUND ASSESSMENT

SECTION 9 (b) An amount as outlined in Wage Schedule, Article VIII, Section 1, per hour worked shall be deducted from the employee's pay as an Equality Fund contribution, said monies to be accrued and paid by the Employer into the legal and properly administered Equality

Fund. Remittance forms are available through the business manager.

If during the term of this Agreement the Equality Fund requires more or less hourly contribution this contract will be amended upon Union's request provided any additional contribution will be at the Employee's expense.

WELFARE FUND

SECTION 10. All Employers covered hereby shall pay an amount per hour as outlined in Wage Schedule, Article VIII, Section 1 for each hour worked by employees represented by the Union to MO-KAN hereinafter referred to as "The Welfare Fund". The contributions of the Employer shall be used to purchase group insurance, such as life, hospitalization, accident and health, such benefits, and such other forms of group insurance as the trustees of said Health Fund may determine to provide. Amounts outlined in Article VIII, Section 1, shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth day of the following month. The contributions are to be stated on forms provided by the administrators of the Health Fund.

All Health & Welfare payments shall be paid directly to Mo-Kan Insurance.

SECTION 11. All Employers covered hereby shall pay an amount per hour as outlined in Wage Schedule, Article VIII, Section 1 for each hour worked by employees represented by the Union to a trust fund for the purchase of a Long Term Disability Income Insurance. A Trust Agreement shall be drawn and administered according to law. Said Trust Agreement shall be part of this Agreement.

APPRENTICESHIP FUND

SECTION 12. The Employer agrees to pay and contribute to Sheet Metal Joint Apprentice Committee, Inc. Trust Fund, a minimum sum as outlined in Article VIII, Section 1 per hour for each hour worked by all foremen, journeymen, apprentices and helpers who are employed by this Employer and covered by this Agreement, additional hourly contributions will be made by the Employer sufficient to finance a yearly budget as established by Joint Apprentice Committee and approved by Local No. 29 and The Contractor's Association. The contributions shall be paid monthly up to and including the last payroll date in each and every calendar month on or before the fifteenth day of the following month. The contributions shall be made at the same time and for the same hours reported, and in the same form as payment made to the Work Dues Assessment Fund covered under Article VIII, Section 7.

NATIONAL APPRENTICESHIP FUND

SECTION 13. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through SMW National Benefit Fund.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes

of collection and transmittal through SMW National Benefit Fund.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 15th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for the purposes of collection and transmittal through SMW National Benefit Fund.

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, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements 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 amendments to said trust agreements 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 of all national funds to cooperatively establish uniform collection procedures to provide for efficient operation of the various national trusts.

PENSION

SECTION 14. The undersigned Employer and Union represent that the only agreement between the said parties regarding pensions or retirements for employees covered by

the Collective Bargaining Agreement between the parties is as follows:

1. (a) Commencing with the 1st day of this Collective Bargaining Agreement, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Sheet Metal Workers National Pension Fund for each employee covered by the said Collective Bargaining Agreement as follow:
 - (b) For each day or portion thereof, for which an employee received pay, the Employer shall make a contribution as outlined in Article VIII, Section 1 for each hour worked to the above named Pension Fund.
 - (c) For purposes of this article, each hour worked shall be counted as hours for which contributions are payable.
 - (d) Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
 - (e) The payments to the Pension Fund required above shall be made to the "Sheet Metal Workers National Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.
2. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have any

independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

3. If an Employee fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees the Union shall have the right to take whatever steps are necessary to secure compliance with this Article, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided hereunder the Collective Bargaining Agreement.
4. It is agreed that the Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirement of the Internal Revenue Code so as to enable the Employer at all times to treat contribution to the Pension Fund as a deduction for income tax purposes.
5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
6. The expiration date of present Collective Bargaining Agreement between the undersigned parties is April 30, 2026. Any copies of renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with the Participation Agreement, can be used by the Trustees

as the basis for termination of participation of the Employer.

401(K) PLAN

SECTION 14A.

The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the SMART National Supplemental Savings Plan (“Trust Agreement”) and agrees to be bound by all the terms and provisions of the Trust Agreement (including all amendments thereto) and the SMART National Supplemental Savings Plan Procedures for the Collections of Contributions (“Collections Policy”) provided, however, that such amendments may not increase the Employer’s contribution obligation beyond that provided for in this Agreement. The Employer further agrees to designate as its representative on the Board of Trustees of the Fund those Trustees named pursuant to the Trust Agreement as Employer Trustees.

Commencing with the effective date of the Agreement, the Employer agrees to enter into salary-reduction agreements (employee voluntary deferrals) with all employees covered by this Agreement to withhold from the employee’s paycheck the dollar amount of hourly wages elected by the employee and to forward those amounts to the Fund.

The Employer agrees that in addition to the contributions in Paragraph 2, it shall make monthly contributions at the appropriate contribution rate (see wage sheets) per hour *worked* for all employees covered by this Agreement in accordance with this Agreement.

Contributions shall be paid to the Fund on behalf of an employee starting with the employee’s first day of employment in a job classification covered by this Agreement. All covered employees shall be 18 years of age or older. Helpers/Pre-Apprentices are not eligible to participate in the Plan.

For Employee Voluntary Deferrals, contributions must be remitted as soon as administratively possible after each pay period, but in no event later than the 7th business day following the pay date. For Employer Contributions, contributions must be remitted by the 20th day of the following work month. The Employer shall submit to the Fund the contributions required under Sections 2 and 3 of this Agreement together with a remittance report showing the hours for which the contributions are made by employee. Any Employer that has employee(s) who have salary-reduction agreements (employee voluntary deferrals) noted in paragraph 2 above; is required to report contributions on a pay-period basis via the National Benefit Funds' secure online Internet Payment System ("IPS"), accessible at www.smwnbf.org (contact the IPS Support Team via email at ips@smwnbf.org or by calling 800-231-4622). Failure to timely remit the contributions or file that remittance report shall constitute a contribution delinquency in violation of the Employer's obligation under this Agreement. Additionally, the Employer shall be subject to interest, damages, fees and lost earnings as noted in the Collections Policy.

The Trustees shall have the authority to have the Fund's auditor or an independent certified public accountant audit the books and records of the Employer to determine the accuracy of contributions made to the Fund. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made, the Employer shall be liable for all interest, damages and attorneys' fees as noted in the Collections Policy as well as lost earnings, if applicable.

If an Employer's work force does not perform any employment within a particular month, a remittance report shall be filed by the 20th day of the following month indicating that no covered employment was performed.

The Employer's obligation to contribute to the Fund shall remain in effect until the later of: (i) the expiration of the Agreement or (ii) the date that the Employer is no longer under a duty to make such Contributions under the National Labor Relations Act or other applicable law.

WAGE PAYMENT

SECTION 15. Employees are to be paid each week, at the end of their regular shift, within 4 days of the end of their regular pay period, Sundays and holidays excluded. Except for causes beyond the control of the contractor, the employee must be paid on time to avoid paying overtime while the employee waits on the pay.

When employees are laid off or discharged, they must be paid wages or EFT will be initiated on the same date as discharge. When termination occurs outside regular working hours, payment must be made by noon of the following work day.

Employees shall be furnished with an approved termination slip at the time of lay off or discharge.

Each contractor shall furnish employees, with each pay period, a "stub" showing the number of hours worked, number of overtime hours, rate of pay, deductions for F.I.C.A., income tax withheld and any other deductions that may go to make up the gross amount.

SECTION 16. Contributions as outlined in Article VIII are due and payable on or before the 15th day of the following month.

If on the 10th day of the second month, the Employer has failed to pay contributions as stipulated in this Section, then on the first working day after such tenth day they may suffer a work stoppage on jobs and/or in shops. This work stoppage may continue until all contributions due have been

paid. The Union will not be required to furnish workers and the Employer will not hire other employees to perform work.

- (a) Contractors signatory to this duplicate agreement and working in jurisdiction of Local No. 29 for 20 consecutive working days will furnish a bond naming the trustees of the Sheet Metal Health and Welfare Trust Funds, Sheet Metal Disability Income Trust Fund, the Sheet Metal Pension Trust Fund, the Joint Apprentice Fund, National Training Fund, Administration Fund and Local No. 29. The bond shall insure payment to the above-mentioned fund and/or earnings, including travel pay of individual employees covered by terms of this Agreement in case of any failure to make such payments as set forth in this Agreement. Schedule on the bonding requirements as follows:

0 to 10 employees	\$50,000 bond
11-25 employees	\$125,000 bond
Over 25 employees	\$150,000 bond

Number of employees shall be established by averaging past six (6) months. In event average cannot be obtained maximum number of employees shall establish bond requirements.

SECTION 17. The Employer agrees to make available to the Union all payroll records of employees covered by this Agreement that the Union may properly require, to administer the terms of this Agreement. The Employer further agrees to retain all payroll records, including time cards of the employees covered by this Agreement, for a period of one year and the Union shall have access to said records upon request of the business representative.

SECTION 18. Benefits provided for in this Agreement shall be in one amount equal to total of all fringe benefits outlined in Article VIII and paid each month to the Southwest National Bank, the bank shall in turn deposit such money to various funds. This excludes payments made directly to Mo-Kan and the National Benefit Fund.

The Employer agrees to pay an amount as outlined in Article VIII, Section 1 per man hour into an account established at the Southwest National Bank. Such accumulated monies shall be used to defray administrative cost of handling and distributing fringe funds.

Account for this purpose shall be under the name of The Association of Mechanical and Sheet Metal Contractors of Kansas and withdrawals shall be for payment of bank handling cost only. For purpose of contract enforcement the Union shall be permitted to examine books, records and assets pertaining to such account.

SECTION 19. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for the owner/member to be the sheet metal worker.

MINIMUM FOREMAN REQUIREMENTS

SECTION 20. On any construction project where there is a necessity to employ a total of 5 employees on a job, the Employer shall designate one as a foreman. Journeymen shall take orders for installation of work through the chain of command. On jobs requiring a total of ten (10) employees, a general foreman shall be appointed. Thereafter, another foreman shall be appointed for each ten (10) employees.

No foreman shall have charge of more than four (4) foremen. No general foreman shall have charge of more than ten (10) journeymen and apprentices.

EXAMPLE

5 workers on job – 1-10% Foreman

10 workers on job – 1-20% General Foreman

20 workers on job – 1-20% General Foreman plus 1-10% Foreman

30 workers on job – 1-20% General Foreman plus 2-10% Foreman

Etc.

Foreman Base Rate Plus 10%

General Foreman Base Rate Plus 20%

NATIONAL INDUSTRY FUND

SECTION 21. (a) Contributions provided for in Section 2 (b) of this Article will be used to promote programs in 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 employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the Sheet Metal Workers' International Association of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount 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 made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia 20151-1219,

or for the transmittal, through the Association of Mechanical and Sheet Metal Contractors of Kansas.

(c) The IFUS shall submit payment to the International Association of Sheet Metal, Air, Rail and Transportation not less often than semi-annually written reports describing accurately and in reasonable detail, the nature of activities in 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 by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 22 (a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation directly to the National 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-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order they deem appropriate for violation of this Section, including 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 22, Article VIII), and no other.

LOCAL INDUSTRY FUND

SECTION 22. Contributions provided for in this Section will be used to promote programs of industry

education, training, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Workers 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, and no part of that Trust Funds shall be used or disbursed for advertising, propaganda, or any other such purposes detrimental to the interests of the union or industry.

The Employer shall pay to The Local Industry Fund of the Association of Mechanical and Sheet Metal Contractors of Kansas (hereinafter referred to as the Local Industry Fund), twenty cents (\$0.20) per hour for each hour worked on or after the effective date of this Agreement. Payment shall be made as outlined in Section 18 of this Article.

The fund shall furnish to the Industrial Relations Committee of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it 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 Industrial Relations Committee of the Union upon their written request.

Grievances concerning use of local industry fund monies to which an employer shall contribute for purposes prohibited in this Appendix shall be handled under the provisions of Article XI.

ARTICLE IX TOOLS

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

SECTION 2. Journeyman and 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 or from job to home at quitting time.

SECTION 3. All electric drills, electric hammers, drive-it guns, framing squares, circumference rules, straight edges, hand groovers, drill bits, electric cord, pop rivet gun, 3/8" socket sets or any special tool required to complete a job must be furnished by the Employer.

SECTION 4. Where an obvious theft has occurred and a police report filed by the employee, the Employer agrees to replace a basic set of tools to said employee who loses his tools while they are locked in company gang box, on a job, or in the company place of business or locked in a company vehicle. The Employer's liability is limited to replacement of tools as follows: 25 foot pocket rule or tape, dolly bar, tongs, R and L aviation snips, screw drivers (Phillips and straight blade), (18-inch Bulldogs), hacksaw frame, combination square with level, Whitney punch, dividers, crescent wrench, pliers, hammer (tinnerns), scratch awl, crimpers, vice grip pliers, zip screwdriver, 1 pair C grip vice grips, 1 pair duct pliers, 1 leather pouch, 1 belt, 1 tool box.

ARTICLE X GRIEVANCE

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

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 in the area in which the work is performed 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, to render a final and binding determination, except as provided in Sections 2 and 5 of this Article. 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.

Notice of appeals to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedures 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 General President of the International Association of Sheet Metal, Air, Rail and Transportation and one (1) representative appointed by the

chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractor's National Association, Inc. Appeals on behalf of employees shall be mailed to the General Secretary-Treasurer of the International Association of Sheet Metal, Air, Rail and Transportation and those on behalf of an Employer mailed to the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Joint Appeals shall be mailed to the secretaries of both Associations. Notice of appeals 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 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 both the Chairman of the Labor Relations Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc. and by the General President of the International Association of Sheet Metal, Air, Rail and Transportation.

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, as established by the International Association of Sheet Metal, Air, Rail and Transportation and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submission shall be made and decisions rendered under such procedures as may be prescribed by such Board, from time to time, and mutually

approved by the parties creating it. Copies of the procedures shall be available from, and submission of grievances may be made to, either the General Secretary-Treasurer of the International Association of Sheet Metal, Air, Rail and Transportation or the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 3 of this Article.

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 and if it is believed warranted, to direct that the involved agreement and any other agreement or agreements between the employer and any other local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation be canceled, provided that any decision of a Local Joint Adjustment Board directing cancellation of an agreement or agreements may be appealed by the affected Employer or local Union as a matter of right, directly to the National Joint Adjustment Board.

SECTION 6. In the event any party fails or refused to comply with any decision of a Local Joint Adjustment Board or Panel, without appeal, or any decision of a Local Joint Adjustment Board, within (30) days after notice thereof, a Local Joint Adjustment Board, Panel, or any party to the dispute may, in addition to any other legal remedies which may be available to the parties, request the National Joint Adjustment Board to cancel the involved agreements between the involved Employer and other local Unions affiliated with the International Association of Sheet Metal, Air, Rail and Transportation. Unless otherwise decided by unanimous vote, the National Joint Adjustment Board shall cancel such

agreements if it finds the involved party to be in non-compliance with the decision in question. Requests for the Board's services shall be made in the same manner and in the same form as other appeals to the National Joint Adjustment Board and the procedure followed shall be the same except that any intermediate step or steps shall be omitted and the request made directly to the National Joint Adjustment Board.

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 the case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

SECTION 8. Nothing contained in this Article shall apply to any controversy or dispute arising out of any notice of reopening of this Agreement as provided in Article XXV thereof.

ARTICLE XI JURISDICTIONAL CONTROVERSIES

SECTION 1. Agreements, national in scope, between the International Association of Sheet Metal, Air, Rail and Transportation and other international unions, covering work jurisdiction and the assignment, allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected and applied by the Employer, provided such agreements have been consummated with the knowledge of and without objection from Sheet Metal and Air Conditioning Contractors' Association, Inc.

ARTICLE XII APPRENTICES

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprentice Committee composed of six (6) members, three (3) of whom shall be selected by the Association, and three (3) by the Union. Said Joint Apprentice Committee shall formulate and make operative such rules and regulations as they 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 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. Vacancies in the Joint Apprentice Committee caused by resignation or otherwise, may be filled by either party hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprentice Committee.

SECTION 3. Hiring. See Article IV, Section 8.

SECTION 4. All applicants for registered apprenticeship shall be 18 years of age or older. Each apprentice shall not be put in charge of any work on any job where they are to supervise a journeyman, although a 4th year apprentice may work on a job outside of the direct supervision of a journeyman.

SECTION 5. The Employer will not grant apprentice wage increases except upon written notification from the Joint Apprentice Committee and as per Joint Apprentice Committee direction.

SECTION 6. No apprentice shall be sent during the school term to perform work further than 60-mile radius of an existing apprentice school established by Local No. 29 without permission from Business Agent and/or the Joint Apprentice Committee.

SECTION 7. It is the understanding of the parties to this Agreement that the funds contributed by signatory employers to the Fund and any local joint apprentice and training fund ("Local JATC") will not be used to train 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 Fund and a Local JATC. Therefore, the trustees of the Fund and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require 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 employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all Fund 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 Fund materials and programs.

ARTICLE XIII STEWARDS

SECTION 1. Each shop and/or job may have a Steward appointed by the Union.

SECTION 2. In the event a Steward is to be terminated, the Business Manager of Local No. 29 shall be notified of pending termination. If Business Manager of Local 29 is not in agreement with reason for Steward's termination, they will so inform the Employer. Reduction in work force shall not be valid reason for Steward's termination. Steward's termination subject to grievance procedure contained within this Agreement.

The Union will not appoint Stewards on jobs with less than 4 workers. If workforce is increased: One of first 4 workers on job shall be appointed Steward. Each shop may have a Steward regardless of number of employees.

The Employer shall be notified by the Union in writing of Steward's appointment. If the Union is going to aggrieve Steward's termination the Union must file grievance within 48 hours of Steward's termination. If matter is not resolved within 24 hours as outlined in Article XI, Section 1, the Services of Local Joint Adjustment Board will be requested at once as per Article XI, Section 2.

STEWARDS DUTIES

SECTION 3.

- (1) Stewards shall make necessary investigations involving contract violations or enforcement.
- (2) Check referral slips of all new employees.
- (3) Notify Union office of any activities concerning work jurisdiction.
- (4) Proceed with jurisdiction adjustments as per Business Manager's direction.

(5) Discuss the current terms with the Employer.

Steward's time concerning 1, 2 and 5 shall be compensated by the Employer.

ARTICLE XIV BUSINESS MANAGER ACCESS TO SHOP OR JOB

SECTION 1. The Union Business Manager shall have access to the shop or job. When entering shop, Business Manager will notify shop office or shop foreman of the intent to do so. In event security reasons require an escort into shop or job, the Employer will cooperate in making necessary arrangements for Business Managers access.

ARTICLE XV WAGE RATE DETERMINATION

SECTION 1. Employer will furnish Davis Bacon Forms on all projects reported by F.W. Dodge and residential work.

SECTION 2. Wage rate forms shall be furnished by the Union.

SECTION 3. Davis Bacon Forms will be submitted to Local No. 29 within 30 days after completion of project.

ARTICLE XVI PICKETS

SECTION 1. Employees will not be discharged or reprimanded for refusal to cross Union picket lines. Whenever possible the Employer will move said employees to another project with available work.

ARTICLE XVII CREDIT UNION

SECTION 1. Upon receipt of authorization, the Employer agrees to deduct the designated amount from employees wages and place on deposit as per authorization specification in the employee's name with the Mid American Credit Union.

ARTICLE XVIII SPECIAL ERECTION

SECTION 1. In the event a contractor wishes a separate agreement for the erection of the following items, Local No. 29 will negotiate separate agreement covering such prefabricated items:

- Decking
- Toilet Partitions
- Structural Steel
- Shelving
- Kitchen Equipment
- Lockers
- Paint Booths
- Siding for Metal Buildings
- Bookcases

ARTICLE XIX BREACH OF CONTRACT

SECTION 1. The Employer agrees to terms of the Article and consideration for the agreement of liquidated damages as per Section 2. Herein are promises and consideration granted by the Union elsewhere in the Agreement.

SECTION 2. If an Employer is found willfully and knowingly in violation of any term of this Agreement by the Local Grievance Committee, the Local Grievance Committee shall, in addition to employee restitution, assess Employer

liquidated monetary damages sufficient enough to discourage future contract violations. Liquidated damages shall be paid to the Sheet Metal Joint Apprentice Committee, Inc. Trust Fund.

SECTION 3. The National Labor Relations Board has determined that if an Employer and Employee enter into individual agreements that undercut the Union contract in any way, such agreements are invalid.

If the Union feels such agreements exist the Union may request the services of the Local Joint Adjustment Board as outlined in Article XI, Section 2 to determine if such agreement exists.

The employer will establish the following work rule:

Any employee of the Employer within bargaining unit covered by this Agreement working under invalid agreement as determined by NLRB shall be discharged.

SECTION 4. Any break, violation or breach of this Agreement or any discharge of any employee herein may be subject to the grievance procedure provided elsewhere in this Agreement.

ARTICLE XX SAVINGS CLAUSE

SECTION 1. It is assumed by the parties hereto that each provision of this contract is in conformity with all application laws of the United States and of the State of Kansas. Should it later be determined that it would be a violation of any legally effective governmental or state order or statute to comply with any provision or provisions of this Agreement for the purpose of making them conform to such governmental or state order or statute and the other provisions

of this Agreement shall not be affected thereby, but shall remain in full force and effect.

ARTICLE XXI LABOR DISPUTES

SECTION 1. The Employer agrees that it will not render non-customary work assistance to any other employer who is involved in a strike or lockout against any local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation. Accordingly, no employee covered by this Agreement will be requested or required to install or handle products manufactured by a company in dispute, with a local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation, provided this clause shall not be applied in such a manner which will impose unreasonably monetary loss to any employer signatory to this Agreement.

Above clause does not apply unless the Employer involved is notified of dispute in writing before product of company in dispute is purchased. Documented evidence of purchase cost and time of purchase shall be submitted to the Union upon request of the Union.

ARTICLE XXII WORKING EMPLOYER

SECTION 1. The Union agrees that the Employer who is qualified in sheet metal work shall be allowed to work with the tools of the trade and to perform any work contracted for without limitation. However, no more than one (1) member of the firm, partnership or corporation shall be permitted to perform work at any one time.


ARTICLE XXIII TENURE OF CONTRACT

SECTION 1. This Agreement and Addenda Number – through – attached hereto shall become effective on the 1st day of May 2021 and remain in full force and effect until the 30th day of April 2026 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party.

SECTION 2. Notwithstanding any other provisions of this Article, an award of the National Joint Adjustment Board rendered pursuant to the procedures prescribed in Article XI of this Agreement may, as a part thereof, direct the cancellation of this Agreement and in addition to any other legal remedies which may be available to the parties, this Agreement may also be canceled by either party hereto in the event of the failure of the other to effectuate any award or order of the National Joint Adjustment Board within 30 (30) days of the date of Notice thereof.

In witness whereof, the parties hereto affix their signatures
and seal this 1st day of May 2021.

**THE ASSOCIATION OF MECHANICAL AND SHEET
METAL CONTRACTORS OF KANSAS**

By 
Matt Hildreth, President

**INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION LOCAL UNION
NO 29**

By 
Jeff Townsend, Business Manager

INDIVIDUAL SIGNATURES

COMPANY

By _____

Title _____

Date _____

**INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION LOCAL UNION
NO 29**

By _____

Title _____

Date _____

INDIVIDUAL SIGNATURES

COMPANY

By _____

Title _____

Date _____

**INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION LOCAL UNION
NO 29**

By _____

Title _____

Date _____

JOURNEYMAN WAGE/FRINGE BENEFITS

	<u>05/01/21</u>	<u>07/01/21</u>	<u>05/01/22</u>	<u>07/01/22</u>	<u>11/01/22</u>	<u>05/01/23</u>	<u>07/01/23</u>	<u>05/01/24</u>	<u>05/01/25</u>
Base	\$35.91	\$35.91	\$36.16	\$35.41	\$35.66	\$36.36	\$35.86	\$36.46	\$37.41
Health/Welfare	\$7.41	\$7.66	\$7.66	\$8.66	\$8.66	\$8.66	\$9.41	\$9.41	\$9.41
Disability	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32
Natl. Appr. (I.T.I)	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Scholarship	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Local Apprentice	\$0.50	\$0.50	\$0.50	\$0.50	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
JATC Building Fund	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Administration	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Natl. Industry	\$0.14	\$0.14	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Local Industry	\$0.20	\$0.20	\$0.20	\$0.20	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Pension Fund	\$6.18	\$6.18	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30	\$6.30
401K Pension	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Gross	\$51.49	\$51.74	\$52.12	\$52.37	\$52.72	\$53.42	\$53.67	\$54.27	\$55.22

TO BE DEDUCTED AFTER TAXES:

Work Asmt Deduction	\$1.54	\$1.55	\$1.56	\$1.57	\$1.58	\$1.60	\$1.61	\$1.63	\$1.66
Equality Fund Deduction	\$1.54	\$1.54	\$1.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54

* Journeyman Work Asmt Deduction is 3% X Journeyman Gross.

* Equality Fund Deduction for Journeymen is \$0.54 per hour.

The Equality Fund Deduction should not be applied to any hours worked beyond a 40-hour work week.

Foremen shall be paid 110% of the Base Journeyman Rate. General Foremen shall be paid 120% of the Base Journeyman Rate.

All Fringe Benefits should be paid on hours WORKED.

ADDENDUM: Effective each year of this contract, the Contractors contribute up to \$0.25 per hour to any Health & Welfare increase.

Example: If the Health & Welfare increases by \$0.25 per hour or more, then \$0.25 will be added to the Gross Wage.

APPRENTICE BASE WAGE RATES (% of Jman Base)

Year	%	<u>5/1/21</u>	<u>7/1/21</u>	<u>5/1/22</u>	<u>7/1/22</u>	<u>11/1/22</u>	<u>5/1/23</u>	<u>7/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>
1st Year Apprentice	55% of Journeyman Rate	\$19.75	\$19.75	\$19.89	\$19.48	\$19.61	\$20.00	\$19.72	\$20.01	\$20.58
2nd Year Apprentice	60% of Journeyman Rate	\$21.55	\$21.55	\$21.70	\$21.25	\$21.40	\$21.82	\$21.52	\$21.88	\$22.45
3rd Year Apprentice	65% of Journeyman Rate	\$23.34	\$23.34	\$23.50	\$23.02	\$23.18	\$23.63	\$23.31	\$23.70	\$24.32
4th Year Apprentice	75% of Journeyman Rate	\$26.93	\$26.93	\$27.12	\$26.56	\$26.75	\$27.27	\$26.90	\$27.35	\$28.01

APPRENTICE FRINGE BENEFITS

	<u>5/1/21</u>	<u>7/1/21</u>	<u>5/1/22</u>	<u>7/1/22</u>	<u>11/1/22</u>	<u>5/1/23</u>	<u>7/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>
* Equality Fund Deduction See Below	\$1.54	\$1.54	\$1.54	*	*	*	*	*	*
* Work Asmt Deduction See Below	*	*	*	*	*	*	*	*	*
* Pension Fund See Below	*	*	*	*	*	*	*	*	*
Health & Welfare	\$7.41	\$7.66	\$7.66	\$8.66	\$8.66	\$8.66	\$9.41	\$9.41	\$9.41
Natl Apprentice (I.T.I)	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Local Apprentice	\$0.50	\$0.50	\$0.50	\$0.50	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
JATC Building Fund	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13	\$0.13
Administration	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Natl. Industry	\$0.14	\$0.14	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
Local Industry	\$0.20	\$0.20	\$0.20	\$0.20	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
401K Pension	\$0.25	\$0.25	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Disability Fund	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32

5/1/21 Gross: 1st Yr: \$32.29, 2nd Yr: \$34.40, 3rd Yr: \$36.50, 4th Yr: \$40.71
 7/1/21 Gross: 1st Yr: \$32.54, 2nd Yr: \$34.65, 3rd Yr: \$36.75, 4th Yr: \$40.96
 5/1/22 Gross: 1st Yr: \$33.01, 2nd Yr: \$35.13, 3rd Yr: \$37.25, 4th Yr: \$41.50
 7/1/22 Gross: 1st Yr: \$33.60, 2nd Yr: \$35.68, 3rd Yr: \$37.77, 4th Yr: \$41.94
 11/1/22 Gross: 1st Yr: \$33.83, 2nd Yr: \$35.93, 3rd Yr: \$38.03, 4th Yr: \$42.23
 5/1/23 Gross: 1st Yr: \$34.22, 2nd Yr: \$36.35, 3rd Yr: \$38.48, 4th Yr: \$42.75
 7/1/23 Gross: 1st Yr: \$34.69; 2nd Yr: \$36.80; 3rd Yr: \$38.91; 4th Yr: \$43.13
 5/1/24 Gross: 1st Yr: \$34.98, 2nd Yr: \$37.16, 3rd Yr: \$39.30, 4th Yr: \$43.58
 5/1/25 Gross: 1st Yr: \$35.55, 2nd Yr: \$37.73, 3rd Yr: \$39.92, 4th Yr: \$44.24

*** PENSION FUND CONTRIBUTIONS**

	<u>5/1/21</u>	<u>7/1/21</u>	<u>5/1/22</u>	<u>7/1/22</u>	<u>11/1/22</u>	<u>5/1/23</u>	<u>7/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>
1st Year 55% J-Man Pension	\$3.40	\$3.40	\$3.47	\$3.47	\$3.47	\$3.47	\$3.47	\$3.47	\$3.47
2nd Year 60% J-Man Pension	\$3.71	\$3.71	\$3.78	\$3.78	\$3.78	\$3.78	\$3.78	\$3.78	\$3.78
3rd Year 65% J-Man Pension	\$4.02	\$4.02	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10
4th Year 75% J-Man Pension	\$4.64	\$4.64	\$4.73	\$4.73	\$4.73	\$4.73	\$4.73	\$4.73	\$4.73

*** WORK ASSESSMENT DEDUCTION**

	<u>5/1/21</u>	<u>7/1/21</u>	<u>5/1/22</u>	<u>7/1/22</u>	<u>11/1/22</u>	<u>5/1/23</u>	<u>7/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>
1st Year 55% J-Man Work Asmt Deduction	\$0.85	\$0.85	\$0.86	\$0.86	\$0.87	\$0.88	\$0.89	\$0.90	\$0.91
2nd Year 60% J-Man Work Asmt Deduction	\$0.92	\$0.93	\$0.94	\$0.94	\$0.95	\$0.96	\$0.97	\$0.98	\$1.00
3rd Year 65% J-Man Work Asmt Deduction	\$1.00	\$1.01	\$1.01	\$1.02	\$1.03	\$1.04	\$1.05	\$1.06	\$1.08
4th Year 75% J-Man Work Asmt Deduction	\$1.16	\$1.16	\$1.17	\$1.18	\$1.19	\$1.20	\$1.21	\$1.22	\$1.25

*** EQUALITY FUND DEDUCTION**

	<u>5/1/21</u>	<u>7/1/21</u>	<u>5/1/22</u>	<u>7/1/22</u>	<u>11/1/22</u>	<u>5/1/23</u>	<u>7/1/23</u>	<u>5/1/24</u>	<u>5/1/25</u>
1st Year 55% J-Man Equality Deduction	\$0.85	\$0.85	\$0.86	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
2nd Year 60% J-Man Equality Deduction	\$0.92	\$0.93	\$0.94	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	\$0.32
3rd Year 65% J-Man Equality Deduction	\$1.00	\$1.01	\$1.01	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
4th Year 75% J-Man Equality Deduction	\$1.16	\$1.16	\$1.17	\$0.41	\$0.41	\$0.41	\$0.41	\$0.41	\$0.41

The Equality Fund Deduction should not be applied to any hours worked beyond a 40-hour work week.

All Fringe Benefits should be paid on hours WORKED.

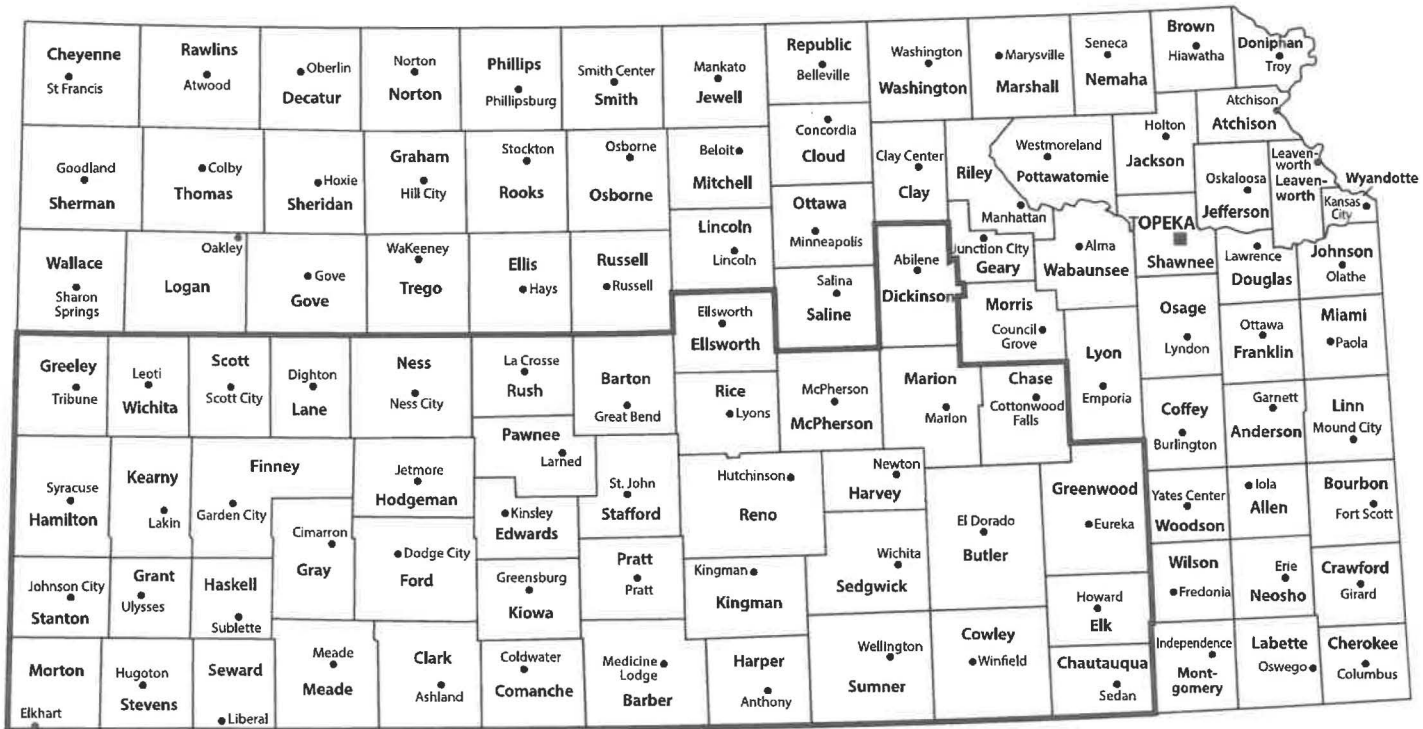
Apprentices who have completed four years of school, but have not graduated as certified by the J.A.C. (See Article XII, Section 5) will be paid at the rate of a fourth year apprentice.

HVAC Wage/Fringes

	HVAC		HVAC		HVAC		HVAC		HVAC		HVAC		HVAC		HVAC		HVAC	
	Jman	70.00%	Jman	70.00%	Jman	70.00%	Jman	70.00%	Jman	70.00%	Jman	70.00%	Jman	70.00%	Jman	70.00%	Jman	70.00%
	<u>5/1/21</u>	<u>5/1/21</u>	<u>7/1/21</u>	<u>7/1/21</u>	<u>5/1/22</u>	<u>5/1/22</u>	<u>7/1/22</u>	<u>7/1/22</u>	<u>11/1/22</u>	<u>11/1/22</u>	<u>5/1/23</u>	<u>5/1/23</u>	<u>7/1/23</u>	<u>7/1/23</u>	<u>5/1/24</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/25</u>
Base	\$35.91	\$25.14	\$35.91	\$25.14	\$36.16	\$25.31	\$35.41	\$24.79	\$35.66	\$24.96	\$36.36	\$25.45	\$35.86	\$24.60	\$36.46	\$25.52	\$37.41	\$26.19
Health/Welfare	\$7.41	\$7.41	\$7.66	\$7.66	\$7.66	\$7.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$8.66	\$9.41	\$9.41	\$9.41	\$9.41	\$9.41	\$9.41
Disability	\$0.32		\$0.32		\$0.32		\$0.32		\$0.32		\$0.32		\$0.32		\$0.32		\$0.32	
Natl. Appr. (I.T.I.)	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
NEMI	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02
Scholarship	\$0.01		\$0.01		\$0.01		\$0.01		\$0.01		\$0.01		\$0.01		\$0.01		\$0.01	
Local Apprentice	\$0.50	\$0.20	\$0.50	\$0.20	\$0.50	\$0.20	\$0.50	\$0.20	\$0.55	\$0.20	\$0.55	\$0.20	\$0.55	\$0.20	\$0.55	\$0.20	\$0.55	\$0.20
JATC Building Fund	\$0.13		\$0.13		\$0.13		\$0.13		\$0.13		\$0.13		\$0.13		\$0.13		\$0.13	
Administration	\$0.02		\$0.02		\$0.02		\$0.02		\$0.02		\$0.02		\$0.02		\$0.02		\$0.02	
Natl. Industry	\$0.14		\$0.14		\$0.15		\$0.15		\$0.15		\$0.15		\$0.15		\$0.15		\$0.15	
Local Industry	\$0.20		\$0.20		\$0.20		\$0.20		\$0.25		\$0.25		\$0.25		\$0.25		\$0.25	
Pension Fund	\$6.18	\$2.18	\$6.18	\$2.18	\$6.30	\$2.22	\$6.30	\$2.22	\$6.30	\$2.22	\$6.30	\$2.22	\$6.30	\$2.22	\$6.30	\$2.22	\$6.30	\$2.22
401K Pension	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25	\$0.50	\$0.25
Gross	\$51.49	\$35.35	\$51.74	\$35.60	\$52.12	\$35.81	\$52.37	\$36.29	\$52.72	\$36.46	\$53.42	\$36.95	\$53.67	\$36.85	\$54.27	\$37.77	\$55.22	\$38.44
DEDUCTED AFTER TAXES																		
Work Asmt Deduction	\$1.54	\$1.08	\$1.55	\$1.09	\$1.56	\$1.09	\$1.57	\$1.10	\$1.58	\$1.11	\$1.60	\$1.12	\$1.61	\$1.13	\$1.63	\$1.14	\$1.66	\$1.16
Equality Fund Deduction	\$1.54	\$0.25	\$1.54	\$0.25	\$1.54	\$0.25	\$0.54	\$0.25	\$0.54	\$0.25	\$0.54	\$0.25	\$0.54	\$0.25	\$0.54	\$0.25	\$0.54	\$0.25

*Pension Fund: The Pension Fund contribution will increase per the National Pension Fund requirements.
 *Health/Welfare: The Health/Welfare contribution will match the Local 29 Sheet Metal contribution.

SHEET METAL WORKERS LOCAL 29'S JURISDICTION



NOTES:

MEMORANDUM of UNDERSTANDING #3

5th Year Apprentice

Between

Sheet Metal Workers Local 29 (Union)

And

**The Association of Mechanical and Sheet Metal Contractors of Kansas
(Contractors)**

1. **Intent.** The intent of this Memorandum of Understanding (MOU) is to increase market share by establishing a more competitive workforce through the restructuring and rescheduling of the current apprenticeship classroom training. Furthermore, this MOU will open opportunities to recruit and organize apprentice candidates that reside a great distance from the JATC training facility and have been hesitant to apply due to travel burdens and the current JATC training schedule.

2. **5th Year Apprentice.** It is agreed that this MOU will create the classification of a 5th year apprentice. 90%
 - a. **Wages/Benefits.** SEE ATTACHED APPRENTICE WAGE/FRINGE SHEETS
 - b. Article XII of the current CBA will apply to 5th year apprentices.
 - c. 5th year apprentices are allowed to work on a job outside of the direct supervision of a journeyman (See section 4 of Article XII)

3. **JATC Funding.** It is agreed that the contractors shall increase their contribution to the **Local Apprentice** fund by \$0.05 per hour. This will increase the hourly contribution from \$0.50 to \$0.55. This increase is intended to create funds that the JATC can use to provide lodging and a stipend to apprentices that reside outside of the traditional apprenticeship applicant area. See attached apprentice wage/benefit sheet

4. **Local Industry Fund Increase.** It is agreed that the contractors shall increase their contribution to the **Local Industry fund** by \$0.05 per hour. This will increase the hourly contribution from \$0.20 to \$0.25.

See attached wage/benefit sheet

5. **Wage Increase.** It is agreed that the contractors shall increase the journeyman base rate by \$0.25 per hour. **See attached journeyman wage/benefit sheet**

6. **Effective Date.** This agreement and the increases (See #3, #4, and #5 of this MOU) shall go into effect on 11/01/2022.

The Association of Mechanical and Sheet Metal Contractors of Kansas (Contractors)

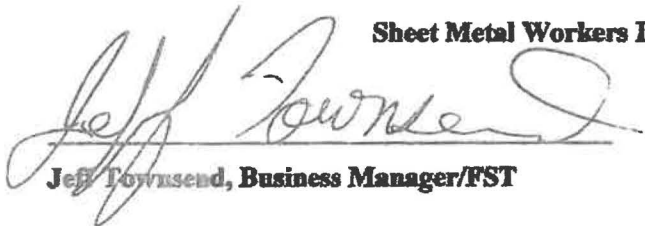


Matt Hildreth, President

9/19/22

Date

Sheet Metal Workers Local 29 (Union)



Jeff Townsend, Business Manager/FST

9-19-22

Date