

# AGREEMENT

between

**International Association  
of Sheet Metal, Air, Rail  
and Transportation Workers  
LOCAL UNION NO. 1**

and

**Central Illinois Chapter  
of SMACNA, Inc.**



**EFFECTIVE MAY 1, 2022 THROUGH APRIL 30, 2027**

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# Contents

## STANDARD FORM OF UNION AGREEMENT

|              |  |    |
|--------------|--|----|
| ARTICLE I    | SCOPE OF WORK.....   | 1  |
| ARTICLE II   | SUBCONTRACTING.....  | 1  |
| ARTICLE III  | EMPLOYER HIRING PRACTICES.....                             | 2  |
| ARTICLE IV   | UNION MANPOWER OBLIGATION.....                             | 2  |
| ARTICLE V    | UNION SHOP LANGUAGE.....                                   | 2  |
| ARTICLE VI   | WORK DAY, WORK WEEK, HOLIDAYS & SHIFT WORK.....            | 3  |
| ARTICLE VII  | TRAVEL PROVISIONS.....                                     | 4  |
| ARTICLE VIII | .....  | 5  |
|              | Section 1 – Wage Rates.....                                | 5  |
|              | Section 2 – Wages Equalization.....                        | 5  |
|              | Section 3 – Buy Out Items.....                             | 5  |
|              | Section 4 – Exceptions to Wage Equalization.....           | 5  |
|              | Section 5 – Wage Scale Beyond Local Jurisdiction.....      | 6  |
|              | Section 6 – The Two-Man Rule.....                          | 6  |
|              | Section 7 – Definition of Wage Scale.....                  | 6  |
|              | Section 8 – Welfare Payment Reciprocity For Travelers..... | 6  |
|              | Section 9 – Pay Day.....                                   | 7  |
|              | Section 10 – Show-Up Pay.....                              | 7  |
|              | Section 11 – Minimum Contributions Requirements.....       | 7  |
|              | Section 12 – IFUS.....                                     | 7  |
|              | Section 13 – Local Industry Fund.....                      | 8  |
|              | Section 14 – Project / Maintenance Agreement.....          | 9  |
|              | Section 15 – ITI, NEMI, SMOHIT.....                        | 9  |
|              | Section 16 – Delinquent Contributions.....                 | 10 |
|              | Section 17 – Bonding Provisions.....                       | 11 |
|              | Section 18 – NPF Rehabilitation Plan.....                  | 11 |
| ARTICLE IX   | HAND TOOLS AND TRANSPORTATION.....                         | 12 |
|              | Section 1 – Hand Tools.....                                | 12 |
|              | Section 2 – Transportation.....                            | 12 |
| ARTICLE X    | GRIEVANCES AND ARBITRATION.....                            | 12 |
|              | Sections 1-11 – Grievance and Arbitration.....             | 12 |
| ARTICLE XI   | APPRENTICES AND TRAINING.....                              | 16 |
| ARTICLE XII  | OSHA AND SAFETY.....                                       | 18 |
| ARTICLE XIII | PRE-APPRENTICE.....  | 19 |
| ARTICLE XIV  | LABOR - MANAGEMENT.....                                    | 20 |
| ARTICLE XV   | DISCRIMINATION.....  | 20 |
| ARTICLE XVI  | .....  | 20 |

|  |    |
|--|----|
| Section 1 – Term of Agreement .....  | 20 |
| Section 2-3 – Conditions to Reopen Agreement.....  | 20 |
| Section 4 – Agreement Repudiation .....  | 21 |
| Section 5 – Assignment of Bargaining Rights, Withdrawal Requirements<br>and Employer Bargaining Unit Members ..... | 21 |
| SIGNATURES SFUA.....   | 22 |
| <b>CONTRACT ADDENDUM</b>   |    |
| SECTION 1 FOREMAN AND GENERAL FOREMAN .....  | 23 |
| SECTION 2 GENERAL CONDITIONS.....  | 23 |
| SECTION 3 HAND TOOL LIST .....   | 24 |
| SECTION 4 WELFARE PLAN.....  | 25 |
| SECTION 5 HEALTH AND WELFARE SUPPLEMENT .....  | 25 |
| SECTION 6 PENSION PLAN .....   | 25 |
| SECTION 7 APPRENTICE TRAINING AND<br>JOURNEYMAN RETRAINING PROGRAMS.....   | 25 |
| SECTION 8 JOINT TRUST FUND PAYMENTS .....  | 26 |
| SECTION 9 SHIFT WORK .....   | 26 |
| SECTION 10 COMMITTEE REPRESENTATION.....   | 27 |
| SECTION 11 WEATHER WORKING CONDITIONS.....   | 27 |
| SECTION 12 COMPOSITE CREW WAGE RATES.....  | 27 |
| SECTION 13 REFERRAL PROCEDURE .....  | 28 |
| SECTION 14 JOB ASSIGNMENTS.....  | 30 |
| SECTION 15 SAVING CHECK-OFF.....   | 30 |
| SECTION 16 BUILDING TRADES DUES CHECK-OFF .....  | 30 |
| SECTION 17 COMPUTER AIDED MANUFACTURING.....   | 31 |
| SECTION 18 LOCAL INDUSTRY FUND.....  | 31 |
| SECTION 19 CONSTRUCTION INDUSTRY RETIREMENT FUND<br>OF ROCKFORD, IL.....   | 31 |
| SECTION 20 REMITTANCES REQUIREMENTS.....   | 32 |
| SECTION 21 WAGE AND FRINGE BENEFIT BOND .....  | 32 |
| SECTION 22 CONTRACT BENEFITS .....   | 33 |
| SECTION 23 DRUG & ALCOHOL POLICY .....   | 33 |
| SECTION 24 JOURNEYMAN WAGE RATES & FRINGE BENEFITS .....   | 34 |
| SECTION 25 APPRENTICE WAGE RATES & FRINGE BENEFITS .....   | 35 |
| SECTION 26 PRE-APPRENTICE, WAGE RATES & BENEFITS .....   | 36 |
| SECTION 27 WAGE AND BENEFIT ALLOCATIONS.....   | 36 |
| SECTION 28 AGREEMENT DISBURSEMENTS .....   | 36 |
| SECTION 29 LAW .....   | 36 |
| SECTION 30 SIGNATURES .....  | 36 |
| <b>INDUSTRIAL FABRICATING AND MANUFACTURING ADDENDUM</b>   |    |
| SECTION 1 SCOPE OF WORK.....   | 37 |

|            |  |    |
|------------|--|----|
| SECTION 2  | ERECTION AND INSTALLATION PROCEDURES ..... | 37 |
| SECTION 3  | WAGE RATES AND WORK CLASSIFICATIONS .....  | 38 |
| SECTION 4  | UNION SECURITY .....                       | 40 |
| SECTION 5  | HOURS OF WORK AND OVERTIME .....           | 40 |
| SECTION 6  | NATIONAL PENSION FUND.....                 | 41 |
| SECTION 7  | FRINGE BENEFITS .....                      | 41 |
| SECTION 8  | LOCAL INDUSTRY FUND.....                   | 41 |
| SECTION 9  | PAID HOLIDAYS.....                         | 42 |
| SECTION 10 | INDUSTRIAL HELPER CLASSIFICATION.....      | 42 |
| SECTION 11 | CONTRACT RECOGNITION.....                  | 43 |
| SECTION 12 | CONDITIONS TO REOPEN AGREEMENT .....       | 43 |
| SECTION 13 | SIGNATURES .....                           | 43 |

**RESIDENTIAL ADDENDUM**

|            |  |    |
|------------|--|----|
| SECTION 1  | SCOPE OF WORK.....   | 44 |
| SECTION 2  | RESIDENTIAL DEFINITION .....   | 44 |
| SECTION 3  | RESIDENTIAL WORK ASSIGNMENT .....  | 44 |
| SECTION 4  | BUILDING TRADES JOURNEYMAN RESIDENTIAL WAGE<br>SCALE AND FRINGE BENEFITS ..... | 44 |
| SECTION 5  | NEW RESIDENTIAL CONSTRUCTION HOURS OF WORK ...                                 | 45 |
| SECTION 6  | RESIDENTIAL SERVICE, MAINTENANCE<br>AND REPLACEMENT HOURS OF WORK .....        | 45 |
| SECTION 7  | TRANSPORTATION.....  | 45 |
| SECTION 8  | RESIDENTIAL JOURNEYMAN WAGE SCALE<br>AND FRINGE BENEFITS.....                  | 46 |
| SECTION 9  | RESIDENTIAL APPRENTICES .....  | 46 |
| SECTION 10 | RESIDENTIAL JOURNEYMAN .....   | 47 |
| SECTION 11 | CONTRACT RECOGNITION.....  | 47 |
| SECTION 12 | VIOLATION OF SCOPE OF WORK PENALTIES .....                                     | 47 |
| SECTION 13 | CONDITIONS TO REOPEN AGREEMENT .....   | 47 |
| SECTION 14 | SIGNATURES .....   | 48 |

**SHEET METAL SERVICE WORKER ADDENDUM**

|            |   |    |
|------------|---|----|
| SECTION 1  | SCOPE OF WORK.....  | 49 |
| SECTION 2  | SERVICE WORKER WORK ASSIGNMENTS .....                     | 49 |
| SECTION 3  | SERVICE WORKER APPRENTICES.....                           | 50 |
| SECTION 4  | SERVICE WORKER HOURS OF WORK .....                        | 50 |
| SECTION 5  | SERVICE WORKER APPRENTICESHIP RATIOS<br>AND TRAINING..... | 50 |
| SECTION 6  | REFERRAL PROCEDURE .....                                  | 51 |
| SECTION 7  | SERVICE WORKER WAGE RATES & FRINGE BENEFITS .....         | 51 |
| SECTION 8  | CONTRACT RECOGNITION.....                                 | 52 |
| SECTION 9  | TOOL AND SAFETY PROVISIONS .....                          | 52 |
| SECTION 10 | CONDITIONS TO REOPEN AGREEMENT .....                      | 52 |
| SECTION 11 | SIGNATURES .....  | 53 |

**STANDARD FORM OF UNION AGREEMENT  
SHEET METAL, ROOFING, VENTILATING  
AND AIR CONDITIONING CONTRACTING  
DIVISIONS OF THE CONSTRUCTION INDUSTRY**

Agreement entered into May 1st, 2022 by and between Central Illinois Chapter of SMACNA, Inc. and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 1 of the International Association of Sheet Metal, Air, Rail, and Transportation Workers, hereinafter referred to as the Union for Peoria, Tazewell, Woodford, McLean, and Fulton Counties, Illinois.

**ARTICLE I – SCOPE OF WORK**

**SECTION 1.** This Agreement covers the rates of pay and conditions of employment 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 all ferrous or nonferrous 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 material 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 International Association of Sheet Metal, Air, Rail, and Transportation Workers.

**ARTICLE II - SUBCONTRACTING**

**SECTION 1.** No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite 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 subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

## **ARTICLE III – EMPLOYER HIRING PRACTICES**

**SECTION 1.** The Employer agrees that none but journeymen, apprentice, and pre-apprentice sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMART shall be provided to the Employer.

## **ARTICLE IV – UNION MANPOWER OBLIGATION**

**SECTION 1.** The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, and pre-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.

## **ARTICLE V – UNION SHOP LANGUAGE**

**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 I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds 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 recognition 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 geographic 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 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 contrary to law. In any state where the making and 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.

**SECTION 5.** The Employer agrees to deduct the appropriate amount for dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the 20th day of each month, the Employer shall remit to the designated financial officers of the International Association of Sheet Metal, Air, Rail, and Transportation Workers and the Local Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.

## **ARTICLE VI – WORK DAY, WORK WEEK, HOLIDAYS AND SHIFT WORK**

**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. unless modified in local negotiations 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 the regular working hours and performed during the regular work week, and Saturday, shall be at one and one half (1 1/2) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.



A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Local Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

**SECTION 2.** New Year's Day, Memorial Day, Independence Day, Labor Day (no work will be performed on Labor Day under any consideration, except in extreme emergency), Thanksgiving Day, Christmas Day, and Veterans Day (to be celebrated the day after Thanksgiving) or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid at two (2) times the regular hourly rate. If the holiday falls on Sunday, the following Monday will be the recognized holiday. If the holiday falls on Saturday, the preceding Friday will be the recognized holiday.

**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 Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

**SECTION 4.** Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

## **ARTICLE VII – TRAVEL PROVISIONS**

**SECTION 1.** When employed in a shop or on a job within the limits of this agreement employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

**SECTION 2.** When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method

of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out-of-area contractors.

## **ARTICLE VIII**

**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 established annually, except hereinafter specified in Section 2 of this Article.

**SECTION 2.** On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, and pre-apprentices sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with International Association of Sheet Metal, Air, Rail, and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

**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   | 6. Mixing (attenuation) boxes            |
| 2. Louvers   | 7. Plastic skylights                     |
| 3. Automatic and fire dampers  | 8. Air diffusers, grilles, and registers |
| 4. Radiator and air conditioning unit enclosures   | 9. Sound attenuators                     |
| 5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality | 10. Chutes                               |
|  | 11. Double-wall panel plenums            |
|  | 12. Angle rings                          |

**SECTION 4.** The provisions of Section 2 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the local union agreement or addendum to the SFUA.

**SECTION 5.** Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeymen, and pre-apprentice sheet metal workers hired outside 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 I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail, and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer 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 who are sent outside of the area 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 the 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 Workers 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.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where

the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

**SECTION 9.** Wages at the established rates specified herein shall be paid [see Addendum 9(b)] in the shop or on the job at or before quitting time on Friday of each week, and no more than three (3) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full.

**SECTION 10.** Journeymen, apprentice, and pre-apprentice sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

**SECTION 11.** 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 an owner-member to be the journeyman sheet metal worker.

**SECTION 12(a).** Contributions provided for in Section 12(b) of this Article will be used to promote programs of 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 International Association of Sheet Metal, Air, Rail, and Transportation Workers 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 purpose of transmittal, through Central Illinois Chapter of SMACNA, Inc.

**(c).** The IFUS shall submit to the International Association of Sheet Metal, Air, Rail, and Transportation Workers 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 to 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 Workers upon written request.

**(d).** Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail, and Transportation Workers 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 he deems 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 12, Article VIII), and no other.

**SECTION 13(a).** Contributions provided for in Section 13(b) of this Article will be used to promote programs of 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 to the Central Illinois Chapter of SMACNA, Inc (hereinafter referred to as the local industry fund) the hourly contribution rate established by the trustees of such local industry fund. The trustees of the local industry fund shall notify the local union 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 monthly on or before the 20th day of the succeeding month.

**(c).** The local industry fund shall furnish to the Business Manager 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 local industry 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 local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.

**(d).** Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the local industry fund.

**SECTION 14.** The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

**SECTION 15.** Effective as of the date of this Agreement, the Employer shall contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) the hourly contribution rate established by the ITI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or, for purposes of collection and transmittal electronically or through Sheet Metal Workers' National Benefit Fund.

Effective as of the date of this Agreement, the Employer shall contribute to the National Energy Management Institute Committee (NEMI), the hourly contribution rate established by the NEMI Trustees. Such amount shall be contributed for each hour worked by each employee of the Employer covered by this Agreement. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated

by the Trustees of the NEMI, or, for purposes of collection and transmittal electronically or through Sheet Metal Workers' National Benefit Fund.

Effective as of the date of this Agreement, the Employer shall contribute to the Sheet Metal Occupational Health Institute Trust (Institute) the hourly contribution rate established by the Institute's Trustees. Such amount shall be contributed 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. In the event that such hourly contribution rate is changed during the term of this Agreement, such change shall become effective during the next anniversary date of this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or, for purposes of collection and transmittal electronically or through Sheet Metal Workers' National Benefit Fund.

The parties authorize the trustees of all National Funds (as defined below) to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various National Funds. The parties recognize that the National Funds can receive and process contribution reports and remittances electronically. The parties agree to encourage employers to utilize the electronic reporting and remittance system.

The parties agree to be bound by, and act in accordance with, the respective Plan Documents, Agreements and Declarations of Trusts and/or Trust Documents establishing or governing 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 to the extent that this Agreement requires contributions to the following funds, the Sheet Metal Workers' National Pension Fund, National Stabilization Agreement of the Sheet Metal Industry Trust Fund, Sheet Metal Workers' National Health Fund, Sheet Metal Workers' International Association Scholarship Fund, Sheet Metal Workers' National Supplemental Savings Plan (collectively, "National Funds"), as applicable and the separate agreements and declarations of trusts of all other local or national programs and benefit plans 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 or plan documents 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 documents.

**SECTION 16.** In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within five (5) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

**SECTION 17(a).** The Employer shall comply with any bonding provisions governing local Funds that may be negotiated by the local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

**(b).** When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal Workers' International Association, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to local and national Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to local and national Funds.

**(c).** An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of two (2) consecutive months.

**SECTION 18.** The Employer and the Union understand that, the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund") has issued a Rehabilitation Plan under the Pension Protection Act of 2006 and may in the future issue a Funding Improvement Plan under the Act. In addition, the NPF's Rehabilitation Plan or Funding Improvement Plan may provide for schedules which must be adopted by new or existing parties to this Agreement.

The parties agree that any schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the pension fund that has issued that schedule.

It is undesirable to pay a surcharge upon pension contributions, or face other undesirable consequences for failure to adopt a schedule. Accordingly, in the absence of a reallocation as provided above, at such time as the pension fund(s) furnishes the Employer and the Union with schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in



accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedules are a part, as modified or amended from time-to-time.

## **ARTICLE IX – HAND TOOLS AND TRANSPORTATION**

**SECTION 1.** Journeymen, apprentice, and pre-apprentice sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list, which shall be set forth as a written addendum attached hereto.

**SECTION 2.** Journeymen, apprentice, pre-apprentice and classified 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 shop or job to home at quitting time.

## **ARTICLE X – GRIEVANCES AND ARBITRATION**

The Union and the Employer, whether party to this Agreement independently or as a member of a multi employer bargaining unit, agree to utilize and be bound by this Article.

**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. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

**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 where the work was performed or in the jurisdiction of the Employer's home local 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 or Local Joint Adjustment Board. The Board shall

consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal 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 procedure 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 Labor Co Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.\* Notice of appeal 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.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of International Association of Sheet Metal, Air, Rail, and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer 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 from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

**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. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.\*)

**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.

**SECTION 6.** In the event of non compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

\*All correspondence to the National Joint Adjustment Board shall be sent to the following address: National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153 0956 or 4201 Lafayette Center Drive, Chantilly, VA 20151 1219.

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

**SECTION 8.** In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

**(a).** Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer('s) representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint

Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

**(b).** Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty four (24) hours in advance of the hearing.

**(c).** The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

**(d).** Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board,

all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

**SECTION 9.** Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

**SECTION 10.** In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the NJAB to resolve disputes over the initial establishment or amendment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement, or amendment thereof, have been unsuccessful. Such a dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by said Board. The unanimous decisions of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

**SECTION 11.** In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail, and Transportation Workers, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

## **ARTICLE XI – APPRENTICES AND TRAINING**

**SECTION 1.** All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may 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.** The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or other-

wise, may be filled by either party hereto, and it is hereby mutually agreed by both parties 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 Apprenticeship and Training Committee.

**(a).** The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

**SECTION 3.** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship 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 International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute 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 International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement Program, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

**SECTION 4.** It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice to (1) journeymen up to 4 and thereafter a one (1) to three (3) ratio for regularly employed journeymen throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the JATC has an apprentice on layoff for lack of work. All apprentice and pre-apprentice that are employed shall be first hired last laid off. (i.e.) - Seniority by years of service with said employer.

**SECTION 5.** Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen.

**SECTION 6.** A graduated wage scale similar to that shown below, based on the journeyman wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First year —First half 40% Second half 45%      Third year —First half 60% Second half 65%  
Second year—First half 50% Second half 55%      Fourth year —First half 70% Second half 75%  
Fifth year (where applicable)— First half 80%  
- Second half 85%

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

**SECTION 7.** The parties will establish on a local basis the SMWIA Youth to Youth program (the program) and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a checkoff in compliance with the provisions of Section 302(c) of the Labor Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

**SECTION 8.** The parties agree that concentrated apprenticeship training is preferable to night schooling and urge the Joint Apprenticeship and Training Committee to continue concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATC shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

**SECTION 9.** The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen. All Journeymen must complete four hours of annual continuing education/training in some facet of the trade. The four hours will be completed on the employee's own time. Proof of such completion will be monitored by the JATC and available for employers to review.

## **ARTICLE XII - OSHA AND SAFETY**

**SECTION 1.** Sheet metal workers shall complete OSHA 10/OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

The parties to this Agreement shall take appropriate steps to provide that the cost of any materials used in such training, as well as the costs associated with providing instruction, shall be paid for by the Local Joint Apprenticeship and Training Fund.

**SECTION 2.** The parties are committed to maintaining a workplace that is safe, productive, and free of alcohol and illegal drugs. Therefore, they shall establish a substance abuse program which will include, as a minimum, the following components: owner mandated, reasonable suspicion, post accident, and random drug and alcohol testing. In the case of random testing, the procedures shall be established and administered in a manner so that such testing is conducted in a manner that is truly random. Any testing program shall be conducted on an industry wide basis, and in conformity with all applicable laws. The parties shall establish an appropriate means of funding such testing activities on an industry wide basis.

### **ARTICLE XIII – PRE-APPRENTICE**

**SECTION 1.** It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant pre-apprentices on the basis of one (1) pre-apprentice for each three (3) Building Trades apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more B.T. apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) pre-apprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any pre-apprentice. Thereafter, the same conditions and ratios shall apply. i.e. Six (6) Journeymen, three (3) B.T. apprentices, two (2) pre-apprentices; fifteen (15) Journeymen, six (6) B.T. apprentices, three (3) pre-apprentices.

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written request to furnish a pre-apprentice within forty eight (48) hours, the Employer may hire such employees and refer them to the Joint Apprenticeship and Training Committee for enrollment.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year, the pre-apprentice shall be terminated or placed into the apprenticeship program.

The wage scale for pre-apprentices shall be a minimum minimum wage plus \$1.00 dollar. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked



on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any pre-apprentice being reclassified shall experience no break in benefits coverage.

## **ARTICLE XIV – LABOR-MANAGEMENT**

**SECTION 1.** SMACNA and the SMART are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, the local Employers' association and local Union agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

## **ARTICLE XV - DISCRIMINATION**

**SECTION 1.** In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

## **ARTICLE XVI**

**SECTION 1.** This Agreement and Addenda Numbers One (1) through Thirty (30) attached hereto shall become effective on the first (1st) day of May 2022, and remain in full force and effect until the thirtieth (30th) day of April, 2027 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (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 by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

**SECTION 2.** If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

**SECTION 3.** Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto,

shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

**SECTION 4.** Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment of this Agreement. This shall be effective during the entire term of any collective bargaining agreement that has been entered into under Section 8(f) of the National Labor Relations Act, and upon conversion of the bargaining relationship to one under Section 9(a) of the National Labor Relations Act, either by an election conducted by the National Labor Relations Board, or through the procedures set forth in this Agreement.

**SECTION 5.** By execution of this Agreement the Employer authorizes Central Illinois Chapter of SMACNA Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union no more than one hundred and fifty (150) days prior to and no less than one hundred twenty (120) prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this day of May 1st, 2022.

THIS STANDARD FORM OF UNION AGREEMENT HAS PROVIDED FOR THE INCLUSION OF PREAPPRENTICES AND A REDUCTION OF THE WAGE SCHEDULE FOR NEW APPRENTICES. THE PURPOSE OF THIS IS TO MAKE CONTRACTORS MORE COMPETITIVE WITH NON UNION COMPETITION. TO ACHIEVE THAT OBJECTIVE EMPLOYERS AGREE TO MINIMIZE MULTIPLE MARKUPS.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail, and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail, and Transportation Workers, nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the International Association of Sheet Metal, Air, Rail, and Transportation Workers nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

Central Illinois Chapter of SMACNA, Inc.  
(Specify Name of Association or Contractor)

Local Union No. One of the International  
Association of Sheet Metal, Air, Rail and  
Transportation Workers

By SM Lal  
(Signature of Officer or Representative)

[Signature]  
(Signature of Officer or Representative)

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## **CONTRACT ADDENDUM 2022-2027 TO THE STANDARD FORM OF UNION AGREEMENT**

The following additions and amendments to the Standard Form of Union Agreement, dated 1 May 2022 between the CENTRAL ILLINOIS CHAPTER OF SMACNA, Inc. and LOCAL UNION NO. 1 of the INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS (the Agreement) has been acknowledged to be effective from 1 May 2022 through 30 April 2027.

### **SECTION 1. FOREMAN AND GENERAL FOREMAN**

When two (2) or more men are employed by an employer, there shall be one (1) foreman employed; when four (4) are employed on any one job, there shall be one (1) foreman; each additional five (5) men shall require another foreman; every third foreman shall be a general foreman. This ratio does not include Article VIII, Section 6 of the Standard Form of Union Agreement. For pay rates see Addendum Section 24.

### **SECTION 2. GENERAL CONDITIONS**

Sheet Metal Journeymen shall be employed only by recognized Sheet Metal Contractors (the Contractor). A contractor must:

- (a) establish a place of business and be signatory to this Agreement and all Addenda.
- (b) have general sheet metal tools and all power equipment necessary to perform work contracted.
- (c) employ one (1) journeyman sheet metal worker who is not a major shareholder, owner, husband, wife or child of the contractor and pay a minimum of one hundred sixty (160) hours per month on all wages and fringe benefits for that person mentioned in this section performing work under the Agreement for twelve (12) months per year.
- (d) provide proper insurance coverage for all employees covered by this Agreement including:
  - 1. workman's compensation under the Workmen's Compensation Act.
  - 2. unemployment compensation under the Illinois Unemployment Compensation Act.
  - 3. certificates of insurance showing compliance with Section 2(d) (1&2) on file with the Union before this Agreement is signed and employees are hired or referred to the contractor.
  - 4. personal tools stolen or lost from a job gang box for replacement by employer under the following conditions:
    - a. forced entry
    - b. police or plant security report
    - c. \$50.00 deductible per occurrence per person

(e) furnish protective equipment as required by the standards of the federal and state safety and health regulations with these items to be worn and used by the employees in accordance with those standards as a condition of employment:

1. safety shoes and prescription safety glasses shall be furnished by the employee;
2. personal items, hard hats, safety glasses (excluding prescription glasses), welding hoods, welding jackets, welding gloves and cutting goggles shall be furnished by the contractor. NOTE: These items shall remain the contractor's property and must be returned on the termination of employment.

(f) recognize the right of the Union, or its representative, to appoint a steward whose duty shall be to see that all employees covered by the Agreement are members of the Union and in good standing in accordance with the requirements of this Agreement. Stewards have preference in both overtime and length of employment if the individual is equal in qualifications for the work at hand.

(g) insure the Business Manager or Business Representative of the Union and the Chapter Executive or Association Representative of the Central Illinois Chapter of SMACNA, Inc. shall not be denied access to the contractor's office or any part of the shop or project sites for the transaction of necessary business with contractors or employees covered by this Agreement.

### **SECTION 3. HAND TOOL LIST**

Journeyman and Apprentice Sheet Metal Workers covered by this agreement shall provide for themselves:

Sheet Metal Hammers  
Hack Saw Frame (no blades)  
Screw Driver assortment  
Duct Pullers (hand)  
Steel Tape (up to 25ft)  
Crescent Wrenches (8 or 10 inch)  
Scratch Awl  
Aviation Snips (right & left)  
Straight & Bull Snips  
Drift Pins  
Plumb Bob  
Small Crow Bar (flat bar)  
Hand Tongs  
Jr. Whitney Punch  
Vice Grips (assorted)  
Six or Eight Foot Folding Rule (optional)  
Level (up to 18")

Ratchets 8" long 3/8 drive  
Sockets (max 3/4 inch)  
Wrenches up to (3/4 inch) (ratchet wrenches preferred)  
Hand Crimpers  
Tri-square (1 foot)  
Tool Box or equivalent  
Tool Pouch  
Keyhole saw (drywall)  
Panduit gun

**SECTION 4. WELFARE PLAN**

For each hour worked by a journeyman and apprentice employee covered by the Agreement, the employer of each employee shall pay nine dollars and sixty two cents (\$9.62) per hour to the Sheet Metal Workers' Local No. 1 Welfare Trust to be held, invested, administered and disbursed by Fund Trustees in accordance with the purposes of the Trust Agreement dated 31 August 1961 as amended.

**SECTION 5. HEALTH & WELFARE SUPPLEMENT**

The employer agrees to pay one dollar (\$1.00) per hour worked for each building trade journeyman, sheet metal service worker, residential workers, industrial worker, and apprentice to the Health & Welfare Supplemental Account or similar program. If the Health & Welfare Supplemental Account contribution rate is lowered, the difference will return to Local No. 1 members as wages or for allocation to existing Agreement funds. A separate Health & Welfare Supplemental Account check will be remitted by the twentieth (20th) of each month.

**SECTION 6. PENSION PLAN**

For each hour worked by a journeyman and apprentice employee covered by the Agreement, the employer of each employee shall pay nine dollars and ninety eight cents (\$9.98) per hour to the Sheet Metal Workers' National Pension Fund to be held, invested, administered and disbursed by Fund Trustees in accordance with the purposes of the Trust Agreement of the Sheet Metal Workers' National Pension Fund dated May 1966 as amended. The Union agrees to automatically divert monies from the base wage into the National Pension Fund in an amount sufficient to maintain benefits by fully funding all required increment increases as established by the National Pension Fund Trustees.

**SECTION 7. APPRENTICE TRAINING AND JOURNEYMAN  
RETRAINING PROGRAMS**

For each hour worked by a journeyman and apprentice employee covered by this Agreement, the employer of each employee shall pay one dollar and eight cents (\$1.08) with a \$.03 per hr increase for each year of this agreement to the Local Union No. 1 and Central Illinois Chapter of SMACNA, Inc., Joint Apprentice Training Journeyman Retraining Trust Fund Agreement to be held,

invested, administered and disbursed by Fund Trustees in accordance with the purposes of this Agreement dated I May 1966 as amended. In the event that this Trust Agreement is terminated, one dollar and eight cents (1.08) per hour, or whatever the rate may be, shall be added to the wage rate specified in Addendum 25 of this Agreement effective on the Trust termination date.

### **SECTION 8. JOINT TRUST FUND PAYMENTS**

In the event an employer fails to pay wages, fringe benefits, remit forms or violates any of the lawful rules and regulations of the Trust Agreements of all Funds, the Union shall be entitled to resort to all legal and economic remedies. A registered letter will be mailed to the delinquent employer requiring all forms and payments be made within five (5) working days of notification letter postmark. This includes the right to strike and picket any delinquent employer after the five (5) day notification period. Such action may continue until all payments as required by the fund delinquency policy are remitted. Payments must be made by certified check. This action is not a violation of the Standard Form of Union Agreement, Article X.

### **SECTION 9. SHIFT WORK**

Contractors may elect to schedule work shifts for no less than three (3) consecutive regular workdays. When more than two (2) shifts are worked:

Shifts of eight (8) consecutive hours can be scheduled between the hour of 5:00 a.m. and 6:00 p.m. Day shift workers receive eight (8) hours pay for eight (8) hours worked at the regular hourly rate. See SFUA Article 6 Section 1.

The evening shift is eight (8) consecutive hours worked between 3:30 p.m. and 1:00 a.m. Evening shift workers receive eight (8) hours pay for (8) hours worked at the regular hourly wage rate plus twenty-five cents (\$.25) per hour. Evening shift workers also receive a premium equaling one-half (1/2) hour at the evening shift wage rate for each shift worked.

The night shift is eight (8) consecutive hours worked between 12:00 a.m. and 8:00 a.m. Night shift employees receive eight (8) hours pay for eight (8) hours worked at the regular hourly wage rate plus fifty cents (\$.50) per hour; a paid thirty (30) minute lunch period; and eight (8) hours paid benefits. Night shift employees also receive a premium equaling one (1) hour at the night shift wage rate for each shift worked.

Each shift shall be allowed a thirty (30) minute lunch period. Shift clause work applies between the hours of 8:00 a.m. Monday and 8:00 a.m. Saturday. Rates as stated in each individual agreement will be paid for all other work performed on Saturdays, Sundays, holidays and other than during regular shift hours.

There is no pyramiding of rates. Double the straight time rate is the maximum compensation for any hour worked. By mutual consent of the contractor and Union Business Manager, other shift work hours and conditions may be observed.

**(a) SPECIAL SHIFT** – By mutual agreement between the Business Manager and contractor required to perform work other than during regular working hours, an employee may work a special shift. Special shift employees receive eight (8) hours pay for eight (8) hours worked; a paid thirty (30) minute lunch after the completion of four (4) hours worked and eight (8) hours paid benefits. Special shift employees also receive a premium equaling one (1) hour at the regular wage rate. The employer special shift request must include the estimated number of workers, starting date and project length.

**(b) PAY DAY AND HOLD BACK** – The regular payday shall be once a week on Friday. When payday is a holiday, the last day before the holiday shall be payday.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third (3rd) day prior to payday. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, amount and purpose of each deduction, number of hours, and net earnings.

When not working on payday, the paychecks shall be available at the job site no later than one (1) hour from starting time at the customary place.

When an employee is laid off or discharged, pay continues until employee is paid in full in cash or other legal tender. If the employee voluntarily quits, wages will be paid on the next regularly scheduled payday.

**(c)** If the laid off or discharged employee is made to wait beyond that time, until all monies are received, payments shall be up to a maximum of eight (8) hours daily at the regular wage rate Monday through Friday, one and one-half (1 ½) times the regular rate of pay on Saturday, and two (2) times the regular rate of pay on Sunday or holidays.

#### **SECTION 10. COMMITTEE REPRESENTATION**

The Local Union No. 1 Business Manager and the Central Illinois Chapter of SMACNA, Inc. Executive shall serve as consultants to all funds including the local Joint Apprenticeship & Training Committee and the Health & Welfare Committee. Both parties have the right to elect committee representatives and at any time to replace their respective committee representative(s).

#### **SECTION 11. WEATHER WORKING CONDITIONS**

When a contractor has six (6) or more employees covered by the Agreement working at a job site, a heated enclosure will be made available during winter months by the contractor upon request for the use of the employees. The enclosure may be shared by other persons of the mechanical trades.

#### **SECTION 12. COMPOSITE CREW WAGE RATES**

When an employee covered by this Agreement is working as a member of a composite crew on a job, pay Sheet Metal scale on a two (2) day or less job. If the job is longer, the employer will pay the higher wage from the first



(1st) day first (1st) hour. The minimum wage rate for the time worked as a member of the crew over two (2) days shall not be less than the highest hourly journeyman wage rate (exclusive of fringe benefits) paid to a member of the crew for every hour worked.

### **SECTION 13. REFERRAL PROCEDURE**

(a) The Union agrees to furnish to the employer at all times upon request, duly qualified journeymen sheet metal workers and registered apprentices in sufficient numbers as may be necessary to properly execute work contracted for by the employer in the manner and under conditions specified in this procedure. All referrals shall be in accordance with the succeeding provisions.

(b) The employer retains the right to reject any job applicant referred by the Union.

(c) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

(d) In the offices of the local Union and Employer, a copy of the referral procedure and the security provisions to this Agreement shall be posted on a bulletin board where notices to employees and applicants for employment are customarily posted.

(e) The Union shall maintain a list of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he/she qualifies.

**GROUP 1** All applicants for employment who have worked within the territorial jurisdiction and job classifications of the Agreement with a period of service in the unit covered by this Agreement for four (4) or more years prior to the effective date of Agreement.

**GROUP 2** All applicants for employment who have worked within the territorial jurisdiction and job classifications of the Agreement with a period of service in the unit covered by this Agreement of more than one (1) year but less than four (4) years prior to the effective date of the Agreement.

**GROUP 3** All applicants for employment who have worked at the trade for more than one (1) year regardless of territorial jurisdiction or unit worked.

**GROUP 4** All applicants for employment who have worked at the trade for less than one (1) year.

**GROUP 5** All other applicants.

Subject to those employees retained being qualified and capable of performing the necessary job duties, the employer shall lay off employees in the reverse order of their Group Classification set out above, with Group 1 employees the last to be laid off.

**(f)** The Union shall maintain an out-of-work list for the area of LaSalle, Bureau, Marshall, Putnam and Stark counties, and an out-of-work list for the area of Peoria, Tazewell, Fulton, Woodford and McLean counties. When the employer calls for the referrals, he/she shall call for applicants from the out-of-work list covering the area in which the job site is located. The out-of-work list shall list applicants for employment within each group in chronological order of the dates they register and availability for employment. Those applicants who refuse to accept jobs of three (3) or more days duration, when qualified, shall be placed at the bottom of their respective group classifications.

**(g)** All apprentices shall be entirely governed by the recognized Joint Apprentice Training Committee and not the foregoing referral procedure.

**(h)** When an employer requests the Union to refer applicants, the business representative of the Union shall refer applicants to the employer by first referring applicants in Group 1 in the order of their places on the out-of-work list, and then referring applicants in the same manner successively from the out-of-work list in Group 2, then Group 3, then Group 4, and then Group 5. An applicant who is rejected by the employer shall be returned to his appropriate place within his group.

**(i)** Employers who have not been a recognized Sheet Metal Contractor in the territorial jurisdiction of the Agreement for at least one (1) continuous year prior to the start of a new job in this area shall request the Union to refer applicants from the referral list as required and shall not recruit applicants directly or hire persons, including supervision not referred by the Union, or in any manner circumvent the Union in recruiting applicants. Nothing contained in this Section shall infringe upon any other employer's right to hire without having been referred by the Union. The employer shall notify the Union of such employment within twenty-four (24) hours.

**(j)** An Appeals Committee is hereby established and composed of one (1) member appointed by the Union, one (1) member appointed by the employer, and an impartial third (3rd ) member appointed by the Union and employee members.

The Appeals Committee shall consider any complaint of any employee or applicant for employment arising out of the administration of this referral procedure. The Appeals Committee shall have power to make a final and binding decision on any such complaint which shall be immediately complied with by the parties. The Appeals committee is authorized to issue procedural rules for the conduct of its business.

(k) In the event that any provisions of Section (a) through (k) of the above referral procedure are modified by the National Labor Relations Board or a court of competent jurisdiction or an Act of Congress, the parties shall meet within fifteen (15) days after written notice by either party to the other for the purpose of negotiation regarding the matters covered by such modified provision.

#### **SECTION 14. JOB ASSIGNMENTS**

Each contractor agrees to make job assignments according to trade agreement or decisions of record or practice in the locality. In the event a jurisdictional dispute exists, the following procedures shall be followed to resolve the dispute.

(a) The contractor agrees to meet with the disputing Union representative within forty-eight (48) hours and attempt to resolve the dispute in accordance with decisions or agreements of record or practice in the locality.

(b) Decisions for every job site jurisdictional dispute when agreed upon at a local level will be recorded in writing, signed by the contractor, and retained by the parties concerned.

(c) Under this procedure, there will be no strike or lockouts over jurisdictional disputes.

(d) Assignments of work shall only be made by the contractor.

#### **SECTION 15. SAVING CHECK-OFF**

All employees shall have the option of a Vacation Saving check-off of unlimited amount, in increments of twenty-five cents (\$.25) subject to the following rules:

(a) The deduction shall be made weekly and remitted monthly no later than twenty (20) days past the end of the month to CEFCU, P.O. Box 1715, Peoria, Illinois 61656.

(b) Funds shall be remitted with a copy of the National Pension Fund form as identification of individuals and amounts remitted for each employee.

(c) All credit union business shall be carried out at CEFCU with Payroll Deduction Authorization Cards available at the Local Union No. 1 office. They must be completed, signed and returned to the union office for distribution to the employer.

(d) The contractor shall have no obligation for opening or closing of accounts.

(e) There shall be no refunds to employees once a deduction is made.

(f) Employees may make only one election for deduction or cancellation each year on the anniversary date of the Agreement, except for new employees, who may furnish signed payroll authorization deduction forms within four (4) weeks of the hiring date.

(g) It is understood that this is an employee payroll deduction and not a fringe

benefit and no responsibility for collection of accounts or settlement of payments shall fall on the employer or the Union.

**SECTION 16. BUILDING TRADES DUES CHECK-OFF**

The employer shall subtract from the negotiated base rate of pay an amount equal to the Building and Construction Trades check-off – effective 1 May 2007 a total of seventeen cents (\$.17) per hour worked – and shall deduct same for the employees wages each week. The payment together with a list of names and total hours worked for each employee from whom deductions were made will be mailed to Sheet Metal Workers Local 1 Welfare Fund, P.O. Box 14470, St. Louis, MO 63178-4470 no later than twenty (20) calendar days following the end of each calendar month.

The employer shall be furnished a written authorization from each employee which shall not be irrevocable for more than one year or beyond the termination date of this Agreement, whichever occurs sooner.

**SECTION 17. COMPUTER AIDED MANUFACTURING**

Computer aided manufacturing is assigned to sheet metal workers in concurrence with Article I, Section 1(d) of the Standard Form of Union Agreement (1989). This Addendum shall not interfere with the contractors bidding process or the design and build process. Input into the computers for fabrication will be done by sheet metal workers.

**SECTION 18. LOCAL INDUSTRY FUND**

The employer's local Industry Fund contribution rate shall not exceed one and one-half percent (1 ½%) of journeyman wage scale. The rate will be determined by the Industry Fund trustees on an annual basis during the term of this Agreement.

**SECTION 19. CONSTRUCTION INDUSTRY RETIREMENT FUND OF ROCKFORD, IL**

It was understood and agreed that here has been established a Pension Plan known as the Construction Industry Retirement Fund of Rockford, IL.

Effective May 1, 2022, the Employer shall be liable to contribute seven dollars and fifty seven cents (\$9.30) per hour for each hour worked by the Employee under the terms of this Agreement to the aforementioned Pension Trust Fund. Other classifications may have a different check-off.

The Pension Fund maintains a place of business at P.O. Box 71031 Chicago, Illinois 60694-1031 or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to Sheet Metal Workers Local 1 Welfare Fund, P.O. Box 14470, St. Louis, MO 63178-4470 together with report forms supplied for such purpose no later than the twentieth (20th) day of the following month, for the preceeding month.

It is understood and agreed that the Employer shall be bound to the terms and provisions of the Agreement and Declaration of Trust of the Construction Industry Retirement Fund of Rockford, IL and all amendments heretofore or hereafter made thereto, as though the same were fully incorporated herein.

If payment for contributions as defined above is not received by the Fund Office by the twentieth (20th) day of the month, the Employer shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreement and shall be liable for contributions due, liquidated damages, interest and any other costs of collection.

The Pension Fund is established and to be administered in accordance with the applicable provisions of the Labor Management Relations Act of 1947, as amended and the Employee Retirement Income Security Act of 1974, as amended, and all other applicable laws.

Contributions to the aforesaid Pension Fund shall not constitute or be deemed wages due to the Employee. The sole liability of the Employer, except as otherwise provided herein, shall be the payment of the Pension contributions as provided in this Article.

**SECTION 20. REMITTANCES REQUIREMENTS**

Contractors will send remittance forms to Sheet Metal Workers Local 1 Welfare Fund, P.O. Box 14470, St. Louis, MO 63178-4470 by the twentieth (20th) day of each month, regardless of payment amount remitted. The Local Union, and the Association, have the right through the term of this Agreement, to implement a single or significantly reduced number of locations to which a contractor shall forward monthly remittance of benefits, including combining payment of those benefits into a single or significantly reduced number of accounts.

**SECTION 21. WAGE & FRINGE BENEFIT BOND**

Each and every employer covered by this Agreement shall individually furnish a bond in the amount listed below. The bond shall ensure payment of wages called for by the contract and all contributions to the Health & Welfare, Pensions and all other Funds established in the contract.

| <u>Number of Employees</u> | <u>Amount of Bond</u> |
|----------------------------|-----------------------|
| 1-10                       | \$35,000.00           |
| 11-20                      | \$70,000.00           |
| Each additional 10         | \$35,000.00           |

This clause shall not apply to any individual employer who has performed work under the terms of this Agreement for twenty-four (24) consecutive months (two years) immediately prior to the signing of this Agreement and thereafter and who has remitted all fringe benefits and paid all wages required by this Agreement without default and without bank or financial institution dishonoring any check or draft presented as payment by such employer. In the event that an Employer has failed to pay the wages or fringe benefits as

required by this Agreement, the Union may engage in a strike or other concerted refusal to perform services for the Employer until all delinquencies as determined by each individual fund recognized in this Agreement have been paid, notwithstanding any other provision of this Agreement.

Proof of bonding will be given to Sheet Metal Workers' Local # 1 annually.

This section also applies to out of town contractors performing work with SMART Local #1 members in our jurisdictional area and must give the International Association of Sheet Metal, Air, Rail, and Transportation Workers' Local #1 proof of bonding prior to the start of the job.

**SECTION 22. CONTRACT BENEFITS**

All contracts with the International Association of Sheet Metal, Air, Rail, and Transportation Workers' Local No. 1 will contain the same benefits to all signatory contractors.

**SECTION 23. DRUG & ALCOHOL POLICY**

Employees are the Contractor's most valuable resource and, for that reason, the health and safety of all employees is a paramount concern. Therefore, employers recognize the importance of maintaining a safe, healthy working environment for all employees. Contractors shall develop and maintain drug testing programs for all employees. Testing may be done prior to new applicant or apprentice employment, for reasonable suspicion, and after a reportable accident or injury. Standards for laboratories selected to perform testing would be the same as FHWA (i.e., National Institute on Drug Abuse certified). Possession, sale or use of alcohol or non-prescription drugs by an Employee on the Employer's property, site of construction, or during working hours regardless of location, may result in termination from employment. Employees must not report for work under the influence of any drug, intoxicant or narcotic.

Employees working under this Agreement will be required to submit to any and all testing as required by the project owner or any federal or state mandated agency at the expense of the Employer. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes under this Agreement.

Employees taking prescription medication, which, according to their physician, may have physical or mental side effects which could cause impairment on the job site, should report the medication to the contractor in writing in advance. Said medication must be contained in the original prescription container. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may be subject to possible reassignment to less hazardous operations or, in the case of an employee deemed to be impaired as to their mental and/or motor functions, may be placed on temporary medical leave. The employer reserves the right to have its physician determine if a

prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace.

Within three (3) days of notification of a positive test result, an employee may request that the laboratory retest the original split sample at his or her own expense. If the test result is negative, the Employer shall reimburse the employee for the cost of the retest. In the event the initial test indicates a negative result, the employee shall be paid any wages and benefits that would have been paid had his work hours not been interrupted by the test.

If any test result is positive, the employee may voluntarily seek assistance and enroll in the designated Union Health and Welfare Plan Program. A negative test within seven (7) days after successfully completing the program will make the employee eligible for immediate reinstatement, provided that the employer has work available and the employee continues the required chemical dependency treatment program. Upon return to work, the employee agrees to be tested periodically at the expense of the employer. The Union shall be notified when any of its members are requested to submit to drug and/or alcohol testing.

Any employee who feels that he or she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the Company and the Union. The Company will act in concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies the Contractor that he or she may have a substance abuse problem, in obtaining suitable treatment. A negative test within thirty (30) days will make the employee eligible for immediate reinstatement, provided that the employer has work available and the employee continues the required chemical dependency treatment program. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek help after initial treatment.

**SECTION 24. JOURNEYMAN WAGE RATES & FRINGE BENEFITS**

For Building Trades Journeyman Sheet Metal Workers, effective May 1, 2022, through April 30, 2023 the following hourly wage rates and benefit contributions will apply:

|  |                        |
|--|------------------------|
| 1. Wages.....  | \$ 36.84               |
| 2. National Pension Fund.....                                    | 9.98                   |
| 3. Health & Welfare.....   | 9.62                   |
| 4. Health & Welfare Supplement.....                              | 1.00                   |
| 5. Local Pension – Rockford Fund.....                            | 9.30                   |
| 6. Apprentice Training .....(Local \$1.08.....Nat'l \$ .12)..... | 1.20                   |
| 7. Industry Fund.....(Local \$.20.....Nat'l \$.15).....          | 35                     |
| 8. NEMI.....   | 03                     |
| 9. SMOHIT.....   | 02                     |
| 10. TRICON/Labor Management.....                                 | 02                     |
|  | <hr/>                  |
|  | TOTAL PACKAGE \$ 68.36 |

FOREMAN RATES – 1 May 2022

|   |          |
|---|----------|
| Foreman...Journeyman wages plus five percent (5%) .....       | \$ 38.68 |
| General Foreman...Journeyman wages plus ten percent (10%)..   | 40.52    |
| Superintendent.Journeyman wages plus thirteen percent (13%).. | 41.63    |

A superintendent is defined as a journeyman sheet metal worker with three (3) or more foremen under his supervision.

NOTE: Seventeen cents (\$.17) per hour to be deducted from gross wages for Building Trades.

ANNUAL WAGE AND BENEFIT INCREASES—For allocation per Section 28

|                 |         |
|-----------------|---------|
| 1 May 2022..... | \$ 2.31 |
| 1 May 2023..... | \$ 2.31 |
| 1 May 2024..... | \$ 2.31 |
| 1 May 2025..... | \$ 2.31 |
| 1 May 2026..... | \$ 2.31 |

**SECTION 25. APPRENTICE WAGE RATES & FRINGE BENEFITS**

(a) This contract contains a four-year apprentice program for any building trades journeyman and sheet metal service worker journeyman. The first six (6) months will be a probationary period paid at a percentage of journeyman’s hourly rate plus Health & Welfare and National Pension Fund contributions. During the remaining six (6) month intervals, apprentices will be paid at an equal percentage of Journeyman’s hourly rate and national contributions plus full fringe benefits.

(b) For Building Trades Apprentice Sheet Metal Workers, effective May 1, 2022, through April 30, 2023, the following wage rates and benefit contributions will apply to four (4) year apprentices:

|                                       | <u>WAGES</u> | <u>LPF</u> | <u>NPF</u> | <u>W/A</u> |
|---------------------------------------|--------------|------------|------------|------------|
| 1st Six Months Probationary           |              |            |            |            |
| ITI, NEMI, SMOHIT,                    |              |            |            |            |
| NPF, H&W.....50%                      | \$18.42      | \$ *       | \$4.99     | \$ .86     |
| 2nd Six Months...Full Fringes.....55% | 20.26        | 9.30       | 5.49       | 1.11       |
| 3rd Six Months...Full Fringes.....60% | 22.10        | 9.30       | 5.99       | 1.16       |
| 4th Six Months...Full Fringes.....65% | 23.95        | 9.30       | 6.49       | 1.21       |
| 5th Six Months...Full Fringes.....70% | 25.79        | 9.30       | 6.99       | 1.27       |
| 6th Six Months...Full Fringes.....75% | 27.63        | 9.30       | 7.49       | 1.30       |
| 7th Six Months...Full Fringes.....80% | 29.47        | 9.30       | 7.98       | 1.35       |
| 8th Six Months...Full Fringes.....85% | 31.31        | 9.30       | 8.48       | 1.40       |
| 100% Journeyman Rate...Full Fringes   | 36.84        | 9.30       | 9.98       | 1.54       |



|  |      |   |
|--|------|---|
| 1. Wages.....  | \$   | * |
| 2. National Pension Fund.....                                    |      | * |
| 3. Health & Welfare.....   | 9.62 |   |
| 4. Health & Welfare Supplement.....                              | 1.00 |   |
| 5. Local Pension – Rockford Fund.....                            |      | * |
| 6. Apprentice Training .....(Local \$1.08.....Nat’l \$1.12)..... | 1.20 |   |
| 7. Industry Fund.....(Local \$.20.....Nat’l \$.15).....          | .35  |   |
| 8. NEMI.....   | .03  |   |
| 9. SMOHIT.....   | .02  |   |
| 10. TRICON/Labor Management.....                                 | .02  |   |

NOTE: Seventeen cents (\$.17) per hour to be deducted from gross wages for Building Trades.

(c) Earnings will be adjusted annually in conjunction with the rate of each wage and benefit change.

**SECTION 26. PREAPPRENTICE WAGE RATES & BENEFITS**

|   |                 |
|---|-----------------|
| 1. Wages.....                                     | \$13.00         |
| 2. National Pension Fund (After 1st 90 days)..... | .50             |
| 3. Health & Welfare Fund.....                     | 9.62            |
| 4. Apprentice Training (Nat’l 12¢).....           | .12             |
| 5. NEMI.....                                      | .03             |
| 6. SMOHIT.....                                    | .02             |
| <b>TOTAL PACKAGE</b>                              | <b>\$ 23.29</b> |

**NOTE: Employer may place pre apprentice on office plan instead of local H & W plan \$0.46 per hour to be deducted from gross wage for Working Assessment.**

**SECTION 27. WAGE AND BENEFIT ALLOCATIONS**

The International Association of Sheet Metal, Air, Rail, and Transportation Workers’ Local Union No. One shall have the right to allocate yearly raises to the base wage or any existing Funds in this Agreement.

**SECTION 28. AGREEMENT DISBURSEMENTS**

Joint fund trustees and Central Illinois Chapter of SMACNA, Inc. will receive a copy of all signed contracts.

**SECTION 29. LAW**

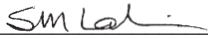
Anything herein contrary to law shall be void.


**SECTION 30. SIGNATURES**

The parties acknowledge this 1 May, 2022 through 30 April, 2027 Agreement on 1 May, 2022.

Central Illinois Chapter of  
SMACNA, Inc.

Local Union No. One of  
SMART

By:   
\_\_\_\_\_  
Scott Larkin  
Executive Vice President

By:   
\_\_\_\_\_  
Dave Gamber  
Business Manager

**INDUSTRIAL FABRICATING AND MANUFACTURING  
ADDENDUM 2022 - 2027  
TO THE STANDARD FORM OF UNION AGREEMENT**

**SECTION 1. SCOPE OF WORK**

**(a.)** This Addendum covers the rates of pay and conditions of employment of all employees of the employer engaged in the manufacture, fabrication, assembling, handling, altering and repairing of all ferrous and non-ferrous metals, including other materials used in lieu thereof, as required for the installation within the confines of an industrial, processing or manufacturing jobsite and as defined in Section 2 of this Article.

**(b.)** Section 1(a) of this Article relates to fabrication only of work not currently under the control of the building trades jurisdictions. A contractor signatory to this Agreement cannot knowingly use the Industrial Agreement to bid work when the only other bidders are contractors who are signatory to the Agreement and are bidding the work under the regular building trades rate.

**(c.)** In addition to work defined in Section 1(b) of this Article, fabrication of items or products normally manufactured under production agreements, permitted buy-out items, and/or other items as may be mutually agreed to by the parties, may be included in the scope of this addendum.

**(d.)** The Employer assures the Union that every effort will be made to obtain all work covered by this Addendum and will attempt to secure such work as the turnkey contractor to design, fabricate and install. All work so obtained under this Addendum shall be assigned to members of the International Association of Sheet Metal, Air, Rail & Transportation Workers to fabricate and install.

**SECTION 2. ERECTION AND INSTALLATION PROCEDURES**

The company agrees that it will follow the below procedure relative to the installation or erection of all products and/or equipment manufactured under this Agreement for uses in the building and construction industry, and coming within the trade jurisdiction of journeymen members of SMART Local Union No. 1.

**(a.)** Whenever the company subcontracts such products and/or equipment it agrees to subcontract same to a contractor who employs journeymen sheet metal workers for this type of work.

**(b.)** Whenever the company erects such work itself, it shall call upon the building and construction trades union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers having jurisdiction over the area in which such work is to be performed to furnish it with men at the prevailing wages and conditions of said local Union but giving due consideration to those classifications of employees accorded the employer in their home jurisdiction. The signatory parties shall make every possible effort to

arrange a mutually satisfactory jobsite hiring arrangement so as to make the signatory contractor as competitive as possible on the erection phase of the work.

(c.) Whenever the company sells such products and/or equipment directly to a general or specialty contractor or an owner, it shall furnish the union with information on all such products on a mutually agreed upon basis. Such information shall include the type of products or equipment shipped, the date of shipment, name and address of consignee and/or location of delivery site.

**SECTION 3. WAGE RATES AND WORK CLASSIFICATIONS**

(a.) Building Trades Journeymen Sheet Metal Workers, on the payroll of the employer on the effective date of this addendum shall be accorded all wages, fringes and other contractual conditions of employment as established in the local union basic or Standard Form of Union Agreement and as may be amended from time to time.

Building Trades Journeymen or Industrial Journeymen may be assigned to perform any work specified in Section 1 of this Addendum but must be assigned all supervision, pattern lay-out, detailed drawings, including CADD, blue print and plan take-off and such other work as may be mutually agreed upon by the parties.

(b.) Building Trades Apprentices on the payroll of the employer on the effective date of this Addendum or who may be, subsequently, employed for work under this Addendum, shall be accorded their respective applicable progression schedule with applicable wages, fringes and other contractual conditions as established in the local union basic or Standard Form of Union Agreement.

Apprentices may perform work in any category, including work on field installation, as assigned and supervised by building trades journeymen. Ratios of apprentices to journeymen shall be established in the local union basic or Standard Form of Union Agreement.

(c.) Sheet Metal Industrial Workers employed for work under this Addendum shall be accorded wage rates contained in the following progression schedule:

|  | <u>WAGE</u> | <u>NPF</u> | <u>W/A</u> |
|--|-------------|------------|------------|
| 1st Year: 1st Ninety Days 60% Probation,<br>(H & W Only) | \$ 12.80    | N/A        | \$ .67     |
| 2nd Ninety Days 60% Probation,<br>H & W & NPF only       | 12.80       | \$ .16     | .67        |
| 2nd Six Months 70% Full Fringes                          | 13.86       | 3.19       | .76        |
| 2nd Year: 3rd Six Months 75% Full Fringes                | 14.93       | 3.19       | .78        |
| 4th Six Months 80% Full Fringes                          | 15.99       | 3.19       | .80        |
| 3rd Year: 5th Six Months 85% Full Fringes                | 17.06       | 3.19       | .82        |
| 6th Six Months 90% Full Fringes                          | 18.13       | 3.19       | .84        |
| 100% Industrial Journeyman 100% Full Fringes             | 21.33       | 3.19       | .90        |

NOTE: See above for amount per hour to be deducted from gross wage for Working Assessment.

Sheet Metal Industrial Workers' employed for work under this Addendum will be in a probationary period for the first one hundred eighty (180) days from the date of employment and receive contributions per the annual wage sheet.

Upon completion of the progression schedule, Industrial Workers shall be classified as Industrial Journeymen Sheet Metal Workers. Wages for Industrial Journeymen shall be \$21.33.

**(d.)** Throughout the term of this Agreement, the Industrial Journeyman Sheet Metal Worker annual raise is fifty-five percent (55%) of the Sheet Metal Journeyman annual raise. Fringe benefits for industrial employees shall be determined by both parties keeping in mind the intent and purpose of this Addendum.

**(e.)** Employees on the payroll of the employer on the effective date of this addendum shall receive no reduction in hourly rate, fringes or contractual benefits provided in the existing local union agreement or addenda due to the adoption of this Addendum.

The names of those employees referred to in Section 3(a) and 3(b) of this Article and listed on the original Addendum shall be listed separately and attached to and duly incorporated as a part of this Addendum.

**(f.)** Employment security shall be established for all employees referred to in Section 3(e) above. No employee listed in this section shall be laid off so long as other employees are working at comparable work in the bargaining unit for the employer except as noted in subsection (a) of this Section. Termination of employees referred to in above Section 3(e) shall be only for insubordination, physical or practical inability to perform his/her job, prolonged or erratic unauthorized absence from work or lack of work. Grievances arising out of this section shall be processed through Article X of the Standard Form of Union Agreement.

In the event layoffs become necessary due to lack of work, employees listed in Section 3(e) above may be laid off in a manner that will maintain a constant ratio of all employees.

In the event of recall, employees listed in Section 4(a) above on layoff shall be recalled in their inverse order of layoff.

#### **SECTION 4. UNION SECURITY**

(a.) The Union agrees that membership in the Union will be made available to all on an equal basis without discrimination.

(b.) All employees covered by this Agreement shall be required, as a condition of employment, to become and remain members of the Union in good standing during the term of this Agreement. All employees shall make application for membership in the union within thirty (30) days following the effective date of this Agreement, or the beginning of their employment, whichever is later, subject to the provisions of the Labor-Management Relations Act of 1947, as amended.

(c.) Upon receipt of written notice from the Union that the employee has not acquired or maintained membership in good standing as provided for in this Section, the company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this Agreement unless, or until, he or she complies with the provisions of this Article.

#### **SECTION 5. HOURS OF WORK AND OVERTIME**

(a.) The standard workweek shall consist of forty (40) hours which shall begin Monday and end on Friday. Overtime during the standard work week will apply after (40) hours. Holidays will count towards the accumulation of 40 Hours. If (40) is met Saturday will be paid at one and one-half (1 1/2) times the industrial rate of pay. During each work week Wednesday through Tuesday containing a holiday on a weekday that is recognized in this Agreement, by mutual consent of the employer and employee, the Saturday during that work week will be paid at the regular industrial rate. Sundays and holidays will be paid at two (2) times the industrial rate of pay.

(b.) All work performed on Sundays and holidays, as well as all work performed after twelve (12) consecutive hours in the shop, shall be paid for at two (2) times the employees' regular hourly rate of pay.

(c.) In the event shift work is necessary, the pay and conditions shall be negotiated between the parties hereto and inserted herein.

(d.) Employees who are requested by employer to report for work and then not put to work receive two (2) hours pay provided:

1. The employee reports to the place of employment and is physically able to do the job.
2. The employee does not leave sooner of his own accord.
3. The employee is not sent home due to reasons beyond the employer's control, such as acts of God, fire, power failure, strikes, etc.

**SECTION 6. NATIONAL PENSION PLAN**

Commencing with the 1st day of May 2022 and for the duration of the current Collective Bargaining Agreement between said parties, and renewal or extensions thereof, the employer agrees to make payments to the Sheet Metal Workers’ National Pension Fund for each employee covered by the Collective Bargaining Agreement.

**SECTION 7. FRINGE BENEFITS**

Group insurance, paid holiday, paid vacation and any other benefits commensurate with the existing industrial agreement in the local geographical area shall be accorded to industrial employees covered by this Addendum and shall be negotiated by the parties hereto, and included in this Agreement through 30 April 2023:

|                                       |         |
|---------------------------------------|---------|
| Local Pension –Rockford Fund.....     | \$ 2.30 |
| Health & Welfare.....                 | 9.62    |
| National Pension Fund.....            | 3.19    |
| Industry Fund – Local.....            | .08     |
| Apprentice Training Fund – Local..... | .07     |
| Holiday Pay.....                      | 20      |

**SECTION 8. LOCAL INDUSTRY FUND**

(a.) The employers agree to promote programs of industry, education, research and promotion in the industrial and air pollution control field, such programs designed to expand the market for the services of the contractors and employees in the sheet metal industrial and air pollution industry, to promote, develop and support the training of employees and to acquaint customers, architects and engineers with the advantages of using the skills and abilities of the sheet metal industrial contractors and employees in any and all phases of the work.

(b.) Employers shall pay the Central Illinois Chapter of SMACNA, Inc. Sheet Metal Contractors’ Industry Fund five cents (\$.05) per each hour worked effective the date of this Agreement for all employees of the employer covered by this Agreement. No payments shall be made to the Sheet Metal Industrial Contractors’ National Industry Fund of the United States effective the dates of this Agreement.

Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted to the Central Illinois Chapter of SMACNA, Inc. Industry Fund to the designated depository per the annual wage sheet.

All of these payments should be used solely for the promotion of the industrial and air pollution industry. No part of these payments shall be used for political or anti-union activities.

## **SECTION 9. PAID HOLIDAYS**

Industrial workers who have completed their probationary period will be eligible for holiday pay. Holiday Pay will be calculated on the basis of eight (8) hours on the last day worked pay at the Industrial employee's regular taxable hourly rate, including shift bonus. The specified holidays starting May 1, 2022 are:

New Year's Day

Fourth of July

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Memorial Day

Labor Day

An employee must work the scheduled day before and the scheduled day after the holiday to be eligible for holiday pay.

An otherwise eligible employee not at work on either the workday preceding or following a holiday for one of the following reasons will still be eligible for holiday pay.

1. Layoffs or approved time off not exceeding ten (10) working days.
2. Approved disability time off provided the employee actively worked at least one full regularly scheduled shift during the pay period that included, or immediately preceded the holiday.
3. Bereavement time-off, short-term military duty, or jury duty.
4. Scheduled vacation time-off
5. Lack of work due to Acts of God or other conditions beyond the control of the contractor.

Ten cents (\$.10) per hour will be deducted from the Vacation Fund beginning January 1, 2013. An additional ten cents (\$.10) per hour will be deducted from the Industrial Journeymen raise on May 1, 2013 to equal twenty cents (\$.20) per hour deduction thereafter.

## **SECTION 10. INDUSTRIAL HELPER CLASSIFICATION**

Contractors signatory to this agreement are eligible to employ industrial helpers. An employer shall be entitled to one (1) industrial helper for each seven (7) persons employed under the industrial addenda.

An industrial helper may be employed one (1) year as long as the contractor remains in compliance with all conditions and ratios. A helper is paid minimum wage per hour, no fringes first ninety (90) days. From 91 to 365 days, the helper is paid minimum wage per hour plus five cents (\$.05) or the minimum contribution into the National Pension Fund.



Upon written request of the employer, the union will verify the contractor complies with the conditions and ratios necessary to employ a helper. The employer must report the helper's name, address, and the date of employment to SMART Local 1 within seven (7) working days of the start of employment. Within one (1) year of the start date, an industrial helper must become an industrial worker by entering the progressive wage scale or be terminated.

All industrial helpers must be laid off before any union employees are laid off.

No industrial helper may work overtime unless all union employees in the building where the work is to be performed are working overtime or have turned down the overtime.

Industrial helpers shall only perform truck driving, fork lift operations, packaging/rust proofing, deburring, facility clean up, material handling, laser unloading/parts cleaning or other work as mutually agreed upon by the union and association.

### **SECTION 11. CONTRACT RECOGNITION**

The employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement or local Agreement with the exception of those articles, sections or provisions specifically altered or amended by this Addendum.

### **SECTION 12. CONDITIONS TO REOPEN AGREEMENT**

Pursuant to federal or state law or mandate, if any provision of this Addendum shall be found by a court of competent jurisdiction or by a governmental department to be void or unenforceable, all of the other provisions of the Addendum shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted by either party for resolution under Article X, Section 8 of the SFUA.

### **SECTION 13. SIGNATURES**

The parties acknowledge this 1 May, 2022 through 30 April, 2027 Agreement on 1 May, 2022.

Central Illinois Chapter  
of SMACNA, Inc.

Local Union No. One of  
SMART

By: SM Larkin  
Scott Larkin  
Executive Vice President

By: David Gamber  
David Gamber  
Business Manager

**RESIDENTIAL ADDENDUM 2022-2027**  
**TO THE STANDARD FORM OF UNION AGREEMENT**

**SECTION 1. SCOPE OF WORK**

This Addendum covers the rates of pay, rules and working conditions of all employees of the employer engaged in the fabrication, erection, installation, repairing, replacing and servicing of all residential heating and air conditioning systems and the architectural sheet metal work on such residences.

**SECTION 2. RESIDENTIAL DEFINITION**

Residential shall be defined as applying to work on any single family dwelling or multiple family housing unit where each individual family is individually conditioned by a separate and independent unit or system.

**SECTION 3. RESIDENTIAL WORK ASSIGNMENT**

(a.) The employer may make application to the Local Joint Adjustment Board to perform work on certain individual jobs or projects under the terms and conditions of this Addendum. Such application shall be accompanied by ample reasons for such request.

(b.) If the Local Joint Adjustment Board determines that such application is valid and grants authority for same, such consent shall pertain to that particular job or project only, and shall not be construed as authority to perform work on any job or project except as outlined in Section 1 and 2 of this Addendum. Notification shall be made to all signatory employers if the job or project is open to bidding under the terms of this Agreement.

(c.) If the Local Joint Adjustment Board, under (a) and (b), is unable to agree on the application of this agreement to specific jobs or projects, either party shall then have the right to appeal the determination under Section 3 of Article X of the Standard Form of Union Agreement.

(d.) All fabrication for jobs and projects under Section 3 and 4 shall be performed by building trades journeymen and apprentices under the terms and conditions as specified in the local basic or local Standard Form of Union Agreement.

**SECTION 4. BUILDING TRADES JOURNEYMAN RESIDENTIAL WAGE SCALE AND FRINGE BENEFITS**

(a.) The employer agrees that none but residential journeymen and apprentice sheet metal workers shall be employed on any work described in the Addendum except when building trades members may be voluntarily employed on such work.

(b.) The employer agrees that building trades members so employed under this Addendum shall not forfeit or suffer any reduction in any fringe benefits as outlined in the local basic Standard Form of Union Agreement.

**SECTION 5. NEW RESIDENTIAL CONSTRUCTION**

**HOURS OF WORK**

(a.) The workweek shall consist of a forty (40) hour week divided into five (5) workdays of eight (8) hours each, running consecutively from Monday to Friday. The workday shall consist of eight (8) hours, or ten (10) hours if a four (4) day workweek is mutually agreed upon, exclusive of the lunch period, starting at 5:00 a.m. and ending at 6:00 p.m. However, the regular hours may be adjusted for inclement weather conditions by mutual consent of the parties to this Addendum. Saturday may be worked as a make-up day if necessary when work is lost because of inclement weather.

(b.) All work performed outside the regular working hours during the regular workweek and on Saturdays shall be compensated for at one and one-half (1 ½) times the basic hourly residential wage rate.

(c.) All other work performed on Sundays and holidays shall be compensated for at two (2) times the basic hourly residential wage rate.

**SECTION 6. RESIDENTIAL SERVICE, MAINTENANCE AND REPLACEMENT HOURS OF WORK**

(a.) The standard work week shall consist of forty (40) hours which shall begin Monday and end on Friday, starting at 5:00 a.m. and ending at 6:00 p.m. Saturday will be paid at one and one-half (1 ½) times the residential rate of pay. During each week containing a holiday on a week day that is recognized in this Agreement, by mutual consent of the employer and employee, Saturday work will be paid at the regular residential rate. Sundays and holidays will be paid at two (2) times the residential rate of pay.

(b.) In the event a second or third shift is necessary, the work hour and premium pay shall be mutually agreed upon and incorporated as part of the Addendum, but in no case shall it exceed fifteen percent (15%) for the second shift or twenty-five percent (25%) for the third shift. Shift work shall not be considered as such unless established for a period of five (5) days or more.

**SECTION 7. TRANSPORTATION**

The employer shall provide or pay for all necessary transportation for transporting employees, tools and materials necessary for shop to job, job to job, and job to shop during working hours.

**SECTION 8. RESIDENTIAL JOURNEYMAN WAGE SCALE AND FRINGE BENEFITS**

Throughout the term of this Agreement, the Residential Journeyman annual raise will be the following percent of the Building Trades Journeyman annual raise:

|                             |                 |     |
|-----------------------------|-----------------|-----|
| 01 May 2022 – 30 April 2023 | Seventy Percent | 70% |
| 01 May 2023 – 30 April 2024 | Seventy Percent | 70% |
| 01 May 2024 – 30 April 2025 | Seventy Percent | 70% |
| 01 May 2025 – 30 April 2026 | Seventy Percent | 70% |
| 01 May 2026 – 30 April 2027 | Seventy Percent | 70% |

Fringe benefits for the residential employee covered shall be determined by both parties, keeping in mind the intent and purpose of this Addendum. The employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

**SECTION 9. RESIDENTIAL APPRENTICES**

(a.) Residential apprentices covered by this Addendum serve a thirty (30) month apprenticeship and shall be paid effective May 1, 2022 through April 30, 2023 as follows:

|  | <u>WAGES</u> | <u>LPF</u> | <u>NPF</u> | <u>W/A</u> |
|--|--------------|------------|------------|------------|
| Probationary - 90 Days,<br>ITI, NEMI, SMOHIT.....50%             | \$ 13.84     | \$ *       | \$---      | \$.68      |
| Probationary - Next 90 Days,<br>NPF & H&W, ITI, NEMI, SMOHIT.55% | 14.82        | *          | 1.68       | .74        |
| Next Six Months...Full Fringes.....60%                           | 16.17        | 4.53       | 1.87       | .87        |
| Next Six Months...Full Fringes.....70%                           | 18.87        | 4.53       | 2.24       | .93        |
| Next Six Months...Full Fringes.....80%                           | 21.56        | 4.53       | 2.62       | .99        |
| Next Six Months...Full Fringes.....90%                           | 24.26        | 4.53       | 2.99       | 1.05       |
| 100% Journeyman Rate...Full Fringes                              | 26.95        | 4.53       | 3.74       | 1.12       |

NOTE: Seventeen cents (\$.17) per hour to be deducted from gross wages for Building Trades.

(b.) The ratio of residential apprentices that may work under this Addendum is one (1) apprentice for each Sheet Metal Worker Journeyman, or Sheet Metal Worker Residential Journeyman regularly employed on work covered by this Addendum. Residential apprentices must work under direct supervision for the first year of their apprenticeship.

Classifications are:

- Sheet Metal Worker - abbreviated SMW [see SECTION 4 of this addendum]
- Sheet Metal Worker Residential – abbreviated SMWR
- Sheet Metal Worker Residential Apprentice

(c.) The parties agree to maintain a residential training program with all costs to be funded by the current Joint Apprenticeship and Training Fund. The J.A.T.C. will have full jurisdiction over all residential apprentices including testing and training. The contractors will be allowed to recruit and hire appli-

cants who must successfully complete and pass all required tests. (See SFUA Article XI Section 5)

**SECTION 10. RESIDENTIAL JOURNEYMAN**

Effective May 1, 2022, through April 30, 2023 the Residential Journeyman wage rates and benefit contributions are as follows:

|  | <u>SMW</u>      | <u>W/A</u> | <u>SMWR</u>    | <u>W/A</u> |
|--|-----------------|------------|----------------|------------|
| 1. Wages.....  | \$ 26.95        | \$ 1.34    | \$ 26.95       | \$ 1.12    |
| 2. National Pension Fund.....                            | 9.98            |            | 3.74           |            |
| 3. Health & Welfare Fund.....                            |                 |            | 9.62           |            |
| 4. Health & Welfare Supplement.....                      | 1.00            |            | 1.00           |            |
| 5. Local Pension-Rockford Fund.....                      | 9.30            |            | 4.53           |            |
| 6. Apprentice Training .. (Local \$1.08 Nat'l \$ .12)... | 1.20            |            | 1.20           |            |
| 7. Industry Fund.....(Local \$.20 Nat'l \$.15.....       | .35             |            | .35            |            |
| 8. NEMI.....   | .03             |            | .03            |            |
| 9. SMOHIT.....   | .02             |            | .02            |            |
| 10. Tricon/Labor Management.....                         | .02             |            | .02            |            |
| <b>TOTAL PACKAGE</b>                                     | <b>\$ 58.47</b> |            | <b>\$47.46</b> |            |

**SECTION 11. CONTRACT RECOGNITION**

The employer agrees to be bound by the wages, hours and working conditions contained in the local basic or local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Section 1, 2, or 3 of this Addendum.

**SECTION 12. VIOLATION OF SCOPE OF WORK PENALTIES**

Should a signatory contractor working under this Residential Addendum violate the scope of work or any terms and conditions of this Addendum, then the SFUA Article X Grievance and Arbitration procedures will be implemented. If the contractor is found in violation under this process, the penalties are as follows:

**First Offense:** Damages in accordance with three (3) times the project man-hours worked illegally based on the Sheet Metal Journeyman total wage package.

**Second Offense:** Damages in accordance with six (6) times the project man-hours worked illegally based on the Sheet Metal Journeyman total wage package.

**Third Offense:** Damages in accordance with nine (9) times the project man-hours worked illegally based on the Sheet Metal Journeyman total wage package.

**SECTION 13. CONDITIONS TO REOPEN AGREEMENT**

Pursuant to federal or state law or mandate, if any provision of this Addendum shall be found by a court of competent jurisdiction or by a governmental department to be void or unenforceable, all of the other provisions of the Addendum

shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted by either party for resolution under Article X, Section 8 of the SFUA.

**SECTION 14. SIGNATURES**

The parties acknowledge this 1 May, 2022 through 30 April, 2027 Agreement on 1 May, 2022.

Central Illinois Chapter of SMACNA Inc. Local Union No. One of  
SMART

By: SM Larkin  
Scott Larkin  
Executive Vice President

By: Dave Gamber  
Dave Gamber  
Business Manager

**SHEET METAL SERVICE WORKER  
ADDENDUM 2022-2027  
TO THE STANDARD FORM OF UNION AGREEMENT**

**SECTION 1. SCOPE OF WORK**

This Addendum includes the occupational description scope of work, rates of pay, rules and working conditions for all sheet metal service worker employees. The occupational description and scope of work process allows that a service worker repairs, tests, adjusts and balances heating and cooling systems. It does not allow sheet metal work except for minor modifications.

This classification repairs, maintains and cleans components associated with heating, ventilating, refrigeration, and air conditioning systems such as gas, oil, solar, and electric operated units including boiler, furnaces, roof top units, unit heaters, heat pumps, condensing units, evaporator coils, fan coil units, air handlers (fans and blowers), packaged units, chillers, heating and cooling coils, exhaust or supply air fans, humidifiers, electronic air filters, and other special filtering devices and odor control systems.

Sheet metal service workers: check to assure systems are operated and maintained according to Environmental Protection Agency (EPA) regulations for handling and controlling chlorofluorocarbons (CFC) and hydrochlorofluorocarbons (HCFC) during the testing, adjusting and balancing of all systems; determine those procedures for validating air handlers, ducts and associated components operations are in accordance with specified air and hydronic quantities; diagnose and correct problems associated with heating, ventilating and cooling equipment; remove or replace existing heating, air conditioning and refrigeration systems and equipment; maintain customer relations by attending to customer needs.

**SECTION 2. SERVICE WORKER WORK ASSIGNMENTS**

(a) The employer agrees that no one but service worker journeymen or apprentice sheet metal service workers shall be employed on any work described in the Addendum except noted herein provided; however, building trades members may by voluntarily employed on such work.

(b) The employer agrees that no building trades members employed under this Addendum shall forfeit or suffer any reduction in wages or any fringe benefits as defined in the basic Standard Form of Union Agreement.

(c) The Sheet Metal Service Worker will be classified in accordance with the U.S. and State of Illinois Departments of Labor designation and the registered Bureau of Apprenticeship and Training Standards.

### **SECTION 3. SERVICE WORKER APPRENTICES**

(a) All Service worker apprentice applicants must successfully complete and pass all required tests. Each applicant will be supplied a list of contractors participating in the service worker program. The list includes company name, address, telephone number, contact person and hour of application.

(b) Each applicant will solicit these contractors for employment. The applicant will be placed in the service worker program under the employment of referring contractor.

(c) The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex or disability. This apprenticeship program will operate as required under applicable law and lawful regulations issued there-under.

### **SECTION 4. SERVICE WORKER HOURS OF WORK**

(a) The standard workweek shall consist of forty (40) hours which shall begin Monday and end on Saturday. The workweek must be scheduled for five (5) consecutive days – Monday through Friday or Tuesday through Saturday – unless waived by mutual approval of employer and employee. On a Monday through Friday schedule, Saturday will be paid at one and one-half (1 ½) times the rate of pay. On a Tuesday through Saturday schedule, Monday will be paid at one and one-half (1 ½) times the rate of pay. Sunday and holidays will be paid at two (2) times the rate of pay.

(b) Shifts of eight (8) consecutive hours can be scheduled between 6:00 a.m. to 8:00 p.m. Monday through Friday and 6:00 a.m. to 4:30 p.m. Saturday. All hours worked by an employee in excess of eight (8) hours per day or all time worked before 6:00 a.m. or after 8:00 p.m. Monday through Friday and before 6:00 a.m. or 4:30 p.m. Saturday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.

(c) On any scheduled hours worked Monday through Friday between 4:30 p.m. and 8:00 p.m., the rate of pay plus one dollar (\$1.00) per hour will be paid.

(d) Service workers may take an unpaid thirty (30) minute lunch period. Standby will be from door-to-door.

### **SECTION 5. SERVICE WORKER APPRENTICESHIP RATIOS AND TRAINING**

(a) The parties agree to establish a service worker-training program with all costs to be funded by the current Joint Apprenticeship and Training Committee. The J.A.T.C. will have full jurisdiction over all service apprentices including testing and training. The contractors will be allowed to recruit and hire applicants who have successfully completed the test and/or interview process.



(b) When requesting an apprentice, the contractor will send a letter to the J.A.T.C. and the Union listing current Sheet Metal Service Workers and their length of employment. Service journeymen can only be counted in one (1) category – either building trades or service worker – for apprentice ratios.

(c) The ratio of service worker apprentices for each Sheet Metal Service Worker Journeyman (as defined by the scope of work of this Addendum) follows: one (1) apprentice may be employed to one (1) Sheet Metal Service Worker Journeyman; then, two (2) to four (4); three (3) to six (6); four (4) to eight (8); five (5) to twelve (12); and for any thereafter, a one-to-three ratio is applied. Service worker apprentices can work under indirect supervision.

**SECTION 6. REFERRAL PROCEDURE**

(a) The referral procedure for Sheet Metal Service Workers will be the same as journeymen in the 2022 – 2027 Standard Form of Union Agreement and Addenda.

(b) There will be a separate list for Sheet Metal Service Workers only; service workers will not be allowed on the Building Trades Construction Journeymen roster. Any service worker who was a SMART Local Union No. 1 member prior to the signing of this agreement will be placed on both lists simultaneously.

(c) No service worker will be laid off due to the hiring done after the signing of the Sheet Metal Service Worker Addendum.

(d) The Sheet Metal Service Worker may be used on Building Trades construction with the approval of the Business Manager of Sheet Metal Workers’ Local Union No. 1.

**SECTION 7. SERVICE WORKER APPRENTICESHIP  
WAGE RATES AND FRINGE BENEFITS**

(a) Effective through April 30, 2023, service worker apprentices covered by this Addendum shall be paid on the following flat rate basis after the successful completion of each semester of the J.A.T.C. competency test:

|                                 |                   | WAGES | LPF  | NPF    |
|---------------------------------|-------------------|-------|------|--------|
| 1st Six Months Probationary     |                   |       |      |        |
| ITI,NEMI,SMOHIT, NPF & H&W..... | 50%.....          | 18.42 | \$ * | \$4.99 |
| 2nd Six Months.....             | Full Fringes..... | 20.26 | 9.30 | 5.49   |
| 3rd Six Months.....             | Full Fringes..... | 22.10 | 9.30 | 5.99   |
| 4th Six Months.....             | Full Fringes..... | 23.95 | 9.30 | 6.49   |
| 5th Six Months.....             | Full Fringes..... | 25.79 | 9.30 | 6.99   |
| 6th Six Months.....             | Full Fringes..... | 27.63 | 9.30 | 7.49   |
| 7th Six Months.....             | Full Fringes..... | 29.47 | 9.30 | 7.98   |
| 8th Six Months.....             | Full Fringes..... | 31.31 | 9.30 | 8.48   |
| 100% Journeyman Rate.....       | Full Fringes..... | 36.84 | 9.30 | 9.98   |

(b) Effective through April 30, 2023, the following hourly wage rates for Sheet Metal Service Worker Journeymen under this Addendum will apply:

Service Worker Journeyman –  
Same as Building Trades Journeyman .....\$36.84

NOTE: Seventeen cents (\$.17) per hour will be deducted from gross wages for Building Trades dues contribution.

(c) Effective through April 30, 2023, the following hourly fringe benefit contributions will apply to all Sheet Metal Service Worker Journeymen and Apprentices:

|   |         |
|---|---------|
| 1. National Pension Fund.....                                 | \$ 9.98 |
| 2. Health & Welfare.....                                      | 9.62    |
| 3. Health & Welfare Supplement.....                           | 1.00    |
| 4. Local Pension – Rockford Fund.....                         | 9.30    |
| 5. Apprentice Training.....(Local \$1.08 & Nat’l \$ .12)..... | 1.20    |
| 6. Industry Fund.....(Local \$.20 & Nat’l \$.15).....         | .35     |
| 7. NEMI.....  | .03     |
| 8. SMOHIT.....  | .02     |
| 9. TRICON/Labor Management.....                               | .02     |

(d) A Sheet Metal Service Worker wages and benefits are the same as the Sheet Metal Worker Journeymen except on residential work when no less than residential journeymen wages will be paid.

**SECTION 8. CONTRACT RECOGNITION**

The employer agrees to be bound by the wages, hours and working conditions on any work performed as contained in all local Addenda and the basic Standard Form of Union Agreement.

**SECTION 9. TOOL AND SAFETY PROVISIONS**

The employee provides prescription safety glasses and safety shoes plus all hand tools – wrenches, screwdrivers, etc. The employer supplies all other safety items and specialty tools - scopes, meters, power tools, etc.

**SECTION 10. CONDITIONS TO REOPEN AGREEMENT**

Pursuant to federal or state law or mandate, if any provision of this Addendum shall be found by a court of competent jurisdiction or by a governmental department to be void or unenforceable, all of the other provisions of the Addendum shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted by either party for resolution under Article X, Section 8 of the SFUA.

**SECTION 11. SIGNATURES**

The parties acknowledge this 1 May, 2022 through 30 April, 2027 Agreement on 1 May, 2022.

Central Illinois Chapter  
Of SMACNA

Local Union No. One of  
SMART

By: SM Larkin  
Scott Larkin  
Executive Vice President

By: Dave Gamber  
Dave Gamber  
Business Manager

