

**AGREEMENT**  
**BETWEEN THE**  
**EAST CENTRAL WISCONSIN**  
**SHEET METAL CONTRACTORS ASSOCIATION, INC.**  
**AND**  
**NON-ASSOCIATED CONTRACTORS**  
**SHEBOYGAN, CALUMET, FOND DU LAC**  
**AND MANITOWOC COUNTIES**  
**AND**  
**LOCAL UNION NO. 18**  
**OF THE**  
**INTERNATIONAL ASSOCIATION of SHEET METAL, AIR, RAIL and**  
**TRANSPORTATION WORKERS LOCAL #18**

**JUNE 1, 2022 THROUGH MAY 31, 2025**

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# STANDARD FORM OF UNION AGREEMENT

## SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING

### CONTRACTING DIVISION OF THE CONSTRUCTION INDUSTRY

Agreement entered into this 1st day of June, 2022, by and between EAST CENTRAL WISCONSIN SHEET METAL CONTRACTORS ASSOCIATION, INC., hereinafter referred to as the Employer, and LOCAL UNION NO. 18 of the INTERNATIONAL ASSOCIATION of SHEET METAL, AIR, RAIL and TRANSPORTATION WORKERS (SMART) hereinafter referred to as the Union for Sheboygan, Calumet, Fond du Lac and Manitowoc Counties, State of Wisconsin.

When applicable, the use of the singular form on any word shall mean or apply to the plural, and the neuter form shall mean or apply to the feminine or masculine. The use of the feminine or masculine may, when used and applicable to either part, be interchanged.

#### ARTICLE I

##### SCOPE OF THE 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 air-veyor systems, and air handling systems regardless of material used including the setting of all equipment 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; (f) all other work included in the jurisdictional claims of the International Association of the Sheet Metal, Air, Rail and Transportation Workers.

#### ARTICLE II

##### ASSIGNMENT OF THE WORK

**SECTION 1.** - No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

**SECTION 2.** - Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be 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**

#### **BASIC JURISDICTION**

**SECTION 1.** - The Employer agrees that none but journeymen, apprentices, and preapprentice 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 job site 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.

**SECTION 2.** - The Employer agrees to fill out Federal and State Wage determination forms which may be sent to them from time to time.

### **ARTICLE IV**

#### **SOURCE OF THE WORK FORCE**

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

Above provides that the Union has been given forty-eight (48) hours opportunity to provide the manpower excluding Saturday, Sunday, and Holidays.

**SECTION 2.** - An employee that is to be laid off, must be so notified not later than the morning of the same day such employee is to be laid off. The employee shall be permitted to immediately contact the Union Business Representative upon receiving notice of either layoff or discharge. Failure to give such timely notice shall entitle the employee to receive eight (8) hours pay at the established basic wage rate. **Additional pay is not required to be given when employee is terminated for disciplinary reasons.** The employee shall notify the employer not less than one full working day in advance of the employee's intent to terminate employment. The employee will account for all tools, issued properties, and materials belonging to the employer, upon termination of employment, whether of one's own accord or by layoff or by discharge. The employer shall notify the Union immediately of any layoff, discharge, or hiring by phone or other informal communications and shall send written notice on forms supplied by the Union within two (2) working days to the Union.

**SECTION 3.** - An employer will not lend members of Local #18 from his shop to another without the approval of the Union's Business Representative.

## ARTICLE V

### UNION SHOP

**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 latter, provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**SECTION 2.** - Effective June 1, 2019, the Employer shall deduct out of the current wage payable to each employee member of the bargaining unit regular monthly membership dues or a service fee each month as designated in writing by the Financial Secretary of the Union, provided that the Employer has received from each employee on whose account such deductions are made, a duly executed and unrevoked payroll deduction authorization, in the form noted below, which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. The Employer shall remit the sums thus deducted and the names of the employees for whom deductions were made.

All such written authorizations or written revocations shall become effective the month next following the month in which the Employer receives such written authorization or such written revocations.

The Union shall indemnify and save the Employer harmless from any and all claims, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of an action taken by the Employer for the purposes of complying with any of the provisions of this Article. The Union assumes full responsibility for the disposition of the funds deducted by the Employer as soon as they have been remitted by the Employer to the Financial Secretary of the Union.

**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.

## ARTICLE VI

### WORK SCHEDULE

**SECTION 1.** (a). The regular workday shall consist of eight (8) hours labor on the job between 6:00 AM and 6:00 PM and the regular work week shall consist of five (5) consecutive eight (8) hour days labor 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.

(b). By mutual agreement of the job site local union and employer a four (4) day work week, consisting of four (4) ten-hour days between the hours of 6:00 AM and 6:00 PM may be scheduled Monday through Thursday of each week. Unless prohibited by local, State, or Federal law all full-time and part-time labor performed during the hours described in Section 1(b) shall be recognized as regular working hours and paid for at the regular hourly rate.

Hours worked in excess of eight (8) hours in a work day when a five (5) day week is scheduled or ten (10) hours in a work day when a four (4) day week is scheduled shall be paid at the rate of time and one-half (1-1/2) the basic straight time hourly wage rate.

A make-up day may be scheduled on Friday (if a four [4] day week is scheduled) or Saturday (if a five [5] day week is scheduled), however at least eight (8) hours of work must be scheduled on the make-up day. Employees will be paid at the basic straight time hourly wage rate for make-up days. It is recognized make-up days can cause employees to work over forty (40) hours in a work week. Whether the regular work week be a scheduled four (4) day or five (5) day work week, when an employee's accumulated hours of work on regular work days of the scheduled work week and the hours of work on a make-up day exceed forty (40) hours of work then the employee shall be paid at the rate of time and one-half (1-1/2) the basic straight time hourly wage rate for all hours in excess of forty (40) hours.

**SECTION 2.** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, ~~or days locally observed as such~~, and Sunday shall be recognized holidays. All work performed on holidays shall be paid as follows: Two (2) times the base rate of wages, including the time period from 4:30 PM Saturday, or beyond eight (8) hours work prior to 4:30 pm, to the regular starting time on Monday. ~~(Except for Emergency Service work shall be at one and one-half (1-1/2) times).~~

By mutual agreement between the union and the employer 4 ten-hour days may be scheduled for the work week for the following holidays, Memorial Day and Labor Day. Unless the hours exceed ten (10) hours per day, the hours will be paid at the regular hourly rate.

**SECTION 3. - SHIFT WORK** - Shift work is defined as work schedules not complying with the regular work schedules indicated in Section 6.1 above. Rate of pay shall be the lesser of either a fifteen percent (15%) premium on the hourly taxable rate

only, for the total hours worked on the shift or time and one-half (1-1/2) for hours worked outside the regular work day as defined in Section 1. The hours between regular starting time on Saturday and regular starting time on Monday are not eligible for the shift work provision.

(a) No Employer shall require an employee to work two (2) consecutive shifts.

#### **SECTION 4. – ON CALL LANGUAGE -**

1. An employee who is required to be on-call is paid an on-call premium to compensate the employee for having to be available for work, not for doing work. The on-call premium shall not be less than \$12.00/day. This stipend shall be waived for anytime an employee is called to work and actually works four (4) or more hours.
2. Payment for actually performing work is governed by Article VI of this collective bargaining agreement.
3. Where an employee voluntarily accepts being on-call, he/she is required to report to work when called by the Employer. Employees may also be required to carry out work duties by telephone and/or electronically.

### **ARTICLE VII**

#### **TRAVEL CONDITIONS**

**SECTION 1.** - When employed in a shop or on a job within sixty (60) road miles, employees shall be governed by the regular working hours specified herein.

**SECTION 2.** - When employed outside 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 as detailed in Sections 5 and 7.

**SECTION 3.** - The Employer may also, as a matter of accommodation, permit an employee to travel in a company vehicle.

**SECTION 4.** - The Employer may also, as a matter of accommodation for the designated employees, permit such employees to use a company vehicle for transportation from the job or shop to his residence and from his residence to the shop or job site.

**SECTION 5.** - When an employee reports directly to a job site outside the sixty (60) road miles of this agreement, either in his own transportation or in a company vehicle, travel pay shall be paid at the rate of thirty cents (\$0.30) per mile in a company vehicle or the IRS rate in a personal vehicle after the sixty (60) road miles from the shop. Out-of-area contractors shall use the courthouse in each county that the employee resides in as

the point of origin.

**SECTION 6.** - Travel pay includes the provision as to include the most direct route between the shop and the job site.

**SECTION 7.** - The Employer agrees to pay each employee the IRS allowable rate per mile for the use of his own vehicle. **The free zone is at twenty-five (25) miles for the use of a personal vehicle.** This does not include hauling materials, only his toolbox. This is voluntary and precludes discrimination toward any employee who refuses to use his own vehicle. When an employee is requested to use his own vehicle, he shall be subject to his employer's insurance. However, in the event that an employee travels a circuitous route from shop to job, the employer's insurance will not be applicable unless the employee was instructed to travel such a route. **When an employee reports to a jobsite outside the sixty (60) road miles the employee will continue to receive the IRS allowable rate plus an additional thirty (\$0.30) per mile. The free zone is at twenty-five (25) miles for the use of a personal vehicle.**

**SECTION 8.** - Effective June 1, 2019, for all apprentices the employer shall pay each apprentice the IRS allowable rate per mile for the use of their own vehicle while traveling to the school site outside this bargaining unit area, when required by program or employer. The apprentice should carpool with other apprentices whenever feasible. This carpooling is voluntary and precludes discrimination toward any employee, who refuses to carpool. The school location shall be determined to be exempt from Section 5 above. Free zone at **sixty (60)** miles for use of personal vehicle.

## ARTICLE VIII

### WAGES, FRINGES, OTHER WORK RULES

**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 outlined in this Agreement to perform any work specified in Article I of this Agreement shall be in accordance with the following schedule, except as hereinafter specified in Section 2 of this Article.

#### A. JOURNEYMEN

	<b>6/1/2022</b>	<b>5/1/2023</b>	<b>6/1/2024</b>
<b>Hourly Base Wage</b>	\$38.01 p/h		
<b>Holiday/Vacation/PAL</b>	\$2.25 p/h		
<b>Hourly Taxable</b>	\$40.26 p/h		
<b>Health and Welfare</b>	\$10.90 p/h		
<b>Local Pension Fund</b>	\$7.44 p/h		
<b>National Pension Fund</b>			
<b>**</b>	\$8.27 p/h		



<b>Wage Rate</b>	<b>\$66.87 p/h</b>		
<b>iTi/NEMI</b>	<b>\$0.15 p/h</b>		
<b>Local Training Fund</b>	<b>\$0.68 p/h</b>		
<b>SMOHIT</b>	<b>\$0.02 p/h</b>		
<b>Local Industry Fund</b>	<b>\$0.27 ph</b>		
<b>Drug Testing Program</b>	<b>\$0.02 ph</b>		
<b>Scholarship Fund</b>	<b>\$0.01 p/h</b>		
<b>Total Hourly Cost</b>	<b>68.02 p/h</b>	<b>\$70.42*</b>	<b>\$72.72*</b>

*p/h - per hours worked*

\*To be allocated. The Union reserves the right to allocate additional amounts from the base wage and/or any increases covered by this Agreement to NEMI and all existing funds contained within the agreement.

- B. Apprentices shall be paid on a graduating scale from 45% to 85% in one-year intervals through their apprenticeship. Holiday/Vacation at percentage, Health and Welfare at 100 percent, National Training Fund at 100 percent, Local Training Fund at 100 percent, Local Industry Fund at 100 percent, SMOHIT at 100 percent, National Pension at respective percentage and Local Pension at their respective percentage of \$1.00 per hour contribution.

Apprentices shall attend school once a week and be paid their full hourly base taxable wage rate, and their respective contributions rate to all fringe benefits as detailed above.

**WAGES AND FRINGES FOR APPRENTICES INDENTURE AFTER 6/1/92  
EFFECTIVE JUNE 1, 2022**

	<b>45%</b>	<b>50%</b>	<b>60%</b>	<b>75%</b>	<b>85%</b>
<b>Hourly Base Wage</b>	<b>\$17.10</b>	<b>\$19.01</b>	<b>\$22.81</b>	<b>\$28.51</b>	<b>\$32.31</b>
<b>Holiday/Vacation/PAL</b>	<b>\$1.01</b>	<b>\$1.13</b>	<b>\$1.35</b>	<b>\$1.69</b>	<b>\$1.91</b>
<b>Hourly Taxable</b>	<b>\$18.11</b>	<b>\$20.14</b>	<b>\$24.16</b>	<b>\$30.20</b>	<b>\$34.22</b>

<b>Health and Welfare</b>	<b>\$10.90</b>	<b>\$10.90</b>	<b>\$10.90</b>	<b>\$10.90</b>	<b>\$10.90</b>
<b>Local Pension Fund</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.60</b>	<b>\$0.75</b>	<b>\$0.85</b>
<b>National Pension Fund **</b>	<b>\$3.72</b>	<b>\$4.14</b>	<b>\$4.96</b>	<b>\$6.20</b>	<b>\$7.03</b>
<b>Wage Rate</b>	<b>\$32.73</b>	<b>\$35.18</b>	<b>\$40.62</b>	<b>\$48.05</b>	<b>\$53.00</b>

<b>iTi/NEMI</b>	<b>\$0.15</b>	<b>\$0.15</b>	<b>\$0.15</b>	<b>\$0.15</b>	<b>\$0.15</b>
<b>Local Training Fund</b>	<b>\$0.68</b>	<b>\$0.68</b>	<b>\$0.68</b>	<b>\$0.68</b>	<b>\$0.68</b>
<b>SMOHIT</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>
<b>Local Industry Fund</b>	<b>\$0.27</b>	<b>\$0.27</b>	<b>\$0.27</b>	<b>\$0.27</b>	<b>\$0.27</b>
<b>Drug Testing Program</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>

Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
<b>Total Hourly Cost</b>	<b>\$33.88</b>	<b>\$36.33</b>	<b>\$41.77</b>	<b>\$49.20</b>	<b>\$54.15</b>

\*\*Refer to current Wage Data Sheets

Pre-apprentice: 40% of Journeymen base wage rate, (plus ITI, NEMI and SMOHIT) plus Health and Welfare at the rate determined by the Trustees.

C. Health and Welfare, Vacation, Holiday and Pension payments shall be made in accordance with the wage rate schedules. Benefit rates may be adjusted during the effective period of this Agreement, without affecting any other aspect of this Agreement, including the total wage rate.

#### D. FRINGE BENEFIT TRUST FUNDS

(a) Contributions - During the term of this Agreement each employer covered by this Agreement shall pay the sum per hour as specified in Article VIII, Section 1 - A & B and Article XIII

1. The Holiday, Vacation, and PAL Fund for all hours worked (Journeymen and Apprentices).

Apprentices based on percentage of contribution rate.

2. The Wisconsin Sheet Metal Health and Benefit Fund for all hours worked (Journeymen, Apprentices, and Pre-Apprentices).

3. The Retirement Plan for Employees Represented by Sheet Metal Workers Local Union 18 for all hours worked (Journeymen and Apprentices & Pre-apprentices beyond 2 years of employment).

Apprentice contribution shall be at their respective percentage based on \$1.00 per hour.

4. Sheet Metal Workers' National Pension Fund for all hours worked (Journeymen and Apprentices).

Apprentices based on percentage of contribution rate.

5. ITI/NEMI for all hours worked (Journeymen and Apprentices and Pre-apprentices).

6. Sheet Metal Occupational Health Institute Trust for all hours worked (Journeyman and Apprentices and Pre-apprentices).
7. Sheet Metal Workers' Local #18 Local Training Fund for all hours worked (Journeyman and Apprentices).
8. International Scholarship Foundation (Journeyman and Apprentices).

All payments shall arrive at the designated depository no later than the 20th day of each month following the month for which payment is being made.

(b) The parties to this Agreement, and all employers covered thereby, agree to be bound by all of the terms of the Trust Agreements governing the establishment, administration, and operation of the Trust Funds referred to in (a), as amended from time to time, and further, agree to be bound by all of the actions, rules, and regulations heretofore and hereafter adopted by the Trustees in accordance with the Trust Agreements. The parties to this Agreement and all employers covered thereby, hereby accept as trustees, the trustees appointed under and in accordance with each such trust agreement, and all succeeding trustees as shall have been or will be appointed under and in accordance with each such trust agreement. The employers and the Union hereby ratify all of the actions already taken or to be taken by such trustees within the scope of this authority.

(c) Liquidated Damages - The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any employer who fails to make timely payments to the Trustees of the Trust Funds referred to in and in accordance with (a).

(d) The Employer's obligation under this Agreement to make payments and contributions to any Fund referred to in (a) above for all employees covered by this Agreement applies to all employees regardless of membership or non-membership in the Union.

The Employer shall promptly furnish to the Trustees of any Fund referred to in (a) above, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of any Fund referred to in (a) above. The Trustees or their authorized agents may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper authorized agents, in connection with the proper administration of any Fund referred to in (a) above.

The Trustees of any Fund referred to in (a) above may for the purpose of collecting any payments required to be made to such Fund, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise

provided for in this Agreement.

(e) The employees may be removed from the shop or jobsite by the Union to enforce payments to all fringe trust funds contained in the collective bargaining agreement.

(f) **Retirees' Coverage Subject to Modification or Termination** - Employees who retire may continue to receive from the Wisconsin Sheet Metal Health and Benefit Fund benefits of such type and amount and under such terms and conditions as may be provided and established from time to time by the Trustees of the Fund, upon the payment by such retired employees of the required periodic contributions, established by the Trustees; provided, however, that the Trustees may, in their discretion, change, limit, modify, or discontinue any such benefits for retired employees.

#### **E. BONDING LANGUAGE -**

(1) Each employer shall be required to obtain a surety bond in a form satisfactory to the Union to guarantee payments to the fringe benefit funds provided for in this Agreement. The bond shall be in an amount equal to the average monthly fringe benefit contributions the employer was required to pay during the preceding twelve months. The employer shall submit proof satisfactory to the Union that it has obtained such a bond and that the bond remains in effect.

(2) The Employer agrees to furnish evidence satisfactory to the Union that he has the bonds required by this Section. The employer further agrees that if it is necessary to collect on the bond, the employer agrees to show proof to the Union that the bond has been renewed or the employer agrees to post a cash bond in equal amount. This bond to run during the term of this contract and shall continue in effect for any extension, continuance or renewal thereof from year to year thereafter. This bond to become effective June 1, 2019.

**F. UNION LABEL** - During compliance with all of the provisions of this Agreement, the Company shall display the appropriate union label of the International Association of Sheet Metal, Air, Rail and Transportation Workers on all items produced for sale to the trade exclusively under the terms of this Agreement. The Company agrees that all union labels shall be the property of the Union and said permission to display the union label may be revoked by the Union for causes the Union deems adequate.

**G. VACATION** - Four weeks' vacation each year with a mutually agreed upon schedule. Vacation schedule at the employee's option must include five (5) weeks written or verbal notice. (Except that only two [2] weeks may be taken at any one time unless mutually agreed upon).

**H. FOREMAN** - Foreman premium shall be paid at the rate of **\$2.35** per hour added to the journeyman rate for three (3) to seven (7) sheet metal men on a job site, and **\$2.85** per hour added to the journeyman rate for 8 or more men on a job site. After the third man is on the job site for five (5) work days, foreman pay will be paid from the

first day of the third man being onsite. Foreman status to apply to duration of the job.

I. **APPRENTICE SCHOOL TIME** - Apprentices attending day school shall be paid for school hours as certified to the employer by the school at a total wage rate as scheduled for each apprentice. This provision may be modified during the life of this Agreement if there are changes made in the Apprenticeship program or schedules without affecting any other aspect of this Agreement. Apprentices required to attend extra day school sessions, beyond the limit specified in their apprenticeship agreement, because of difficulties not of the contractor's making - such as failure to pass the final exam or complete work projects - shall be done at the apprentices own time with no compensations due from the Contractor.

Changes may occur to the location of the day school site based on economic or improved training facilities. Such designated locations are under the supervision and control of the Joint Apprentice Committee and are beyond the employer's control. Therefore, regardless of where the school location may be, the current wage package as outlined in Article VIII, Section 1 A and B shall prevail. No adjustment shall be made to the wage package for school site in areas which have a lower or greater wage package.

J. **ROOM AND BOARD** - On job sites requiring overnight lodging, the employer shall pay for lodging and the employee(s) shall be paid a daily board (meal) allowance of \$37.00 per day worked or if working a full week at that job site shall be paid a weekly board (meal) allowance of \$185.00 per week. Rooms shall be of single occupancy, unless the employee(s) themselves decide to room together. Prior to moving to a job site area requiring overnight lodging, the Employer and employee(s) shall mutually agree to lodging (room) arrangements and the employee(s) shall be reimbursed for all reasonable rooming expenses incurred and receipted.

K. **HIGH PAY** - To be paid at the rate of \$0.50 per hour for each man while on a swinging scaffold or in a bosun's chair at a height off the floor or grade of 30 feet (30') or more. If high pay applies for two (2) or more hours per day, the rate shall be paid for all hours that day.

L. **SAFETY** - It is the intent of this Agreement to provide a safe place to work. This includes the shop and the job site. The Employer shall provide approved tools and personal safety devices as required for the particular function. It shall be the employee's responsibility to use and take care of tools and safety devices. The employee shall pay for work gloves, safety footwear, and the correction cost only for safety glasses.

M. **COFFEE BREAK** - Employees may interrupt their work once during the first four-hour period of the workday for the purpose of a "Coffee Break." This break is to be taken on an individual basis in the closest reasonable area of the employee's work and is not to be the occasion of congregation in groups or interfering with the work of other employees. There is to be no loitering or lingering and it is understood that the work interruption will be held to a reasonable minimum not to exceed ten (10) minutes. There shall be a ten (10) minute afternoon coffee break when a ten (10) hour day is scheduled.

N. **SECURITY PAYMENTS** - Compliance with the Workman's Security Laws: The Contractor shall comply with all Federal and State Laws governing Workman's Compensation, Old Age Benefits, Social Security and Unemployment Compensation.

**O. CERTIFICATION OF COMPLIANCE** - In order to insure employees covered by this Agreement against the hazards of unemployment, resulting through no fault of their own, contractors who are not automatically within the provisions of the State Unemployment Acts, or required to make contributions thereunder, thereby agree to make voluntary application to the proper state authorities so as to come within the statutory provisions of the Wisconsin Unemployment Compensation and Workmen's Compensation Acts relating to employers who are not under said Acts, and the regulations promulgated thereunder, regardless of the number employed. The Contractor will furnish the Union their Unemployment Insurance Serial Numbers.

**P. LOST TIME FOR MEDICAL TREATMENT** - An employee suffering an industrial injury or industrial disease requiring medical treatment or examination while employed by a signatory employer, shall be entitled to receive their wages at regular straight time rate of pay, in addition to any other benefits to which they may be entitled, for any time lost from the work shift in which the injury occurred on account of said examination or treatment, provided the employee returns to work during that shift.

If the injury occurs in the first part of the shift, and the employee is unable to return to work, he will receive four (4) hours pay. If the injury occurs in the second part of the shift and the employee is unable to return to work, he will receive eight (8) hours pay.

**Q. - EMPLOYEE OBLIGATIONS** - No employee covered by this Agreement who is employed or subject to employment by an Employer bound by this Agreement shall himself become an employer, or become self-employed, for the performance of work and the furnishing of services covered by this Agreement unless such individual has become signatory to this Agreement as an employer. Further, until such above event has occurred, no such employee shall solicit for the performance of such work and the furnishing of such services from potential customers on behalf of himself, on behalf of any business establishment in which he has an interest or on behalf of any other party (except for his employer). Any claimed violation of this Article VIII, Section 1, Q, shall be brought before the Local Joint Adjustment Board under Article X of this Agreement, and any employee found to have violated this provision shall be assessed a fine of \$200.00 for each violation and for each day of violation, and the said fine to be paid over to the Wisconsin Sheet Metal Health and Benefit Fund. Any employee having violated this Article VIII, Section 1, Q, shall, in addition, be subject to other Employer discipline, including possible discharge.

**R.** - The Labor/Management Committee will develop and encourage employee attendance of sheet metal industry related and OSHA/Safety training programs. All training programs will be implemented by the Joint Apprenticeship and Training Trust Committee. All journeymen and apprentices must complete approved sheet metal industry related educational and/or training courses, twenty-four (24) hours every two (2) year period. The Joint Training Trust shall notify each employer of the number of training hours for each of their employees. The Joint Apprenticeship and Training Committee will set up training courses. In addition, all journeymen and apprentices must carry a current 10-hour OSHA card. All journeymen and apprentices must complete the OSHA training and receive their 10-hour card within the first two years of the agreement.

All employees covered by this contract will receive training and certify in First Aid and CPR within the first year of this Agreement and will subsequently renew and/or certify prior to each contract year.

All training programs will be made available to all classes of bargaining unit members, including pre-apprentices and contractor members. The contractor will reimburse the Local Training Fund for direct cost of classes on all pre-apprentices or contractors which attend said classes.

S. - The Employer and the Union agree not to discriminate against any individual in hiring or employment because of race, color, religion, sex, national origin, or on the basis of age as provided in the Age Discrimination Employment Act or any other basis prohibited by state or federal law. An alleged violation of this section may be pursued under the grievance procedure set forth in Sections 1 and 2 of Article X of the basic Labor Agreement, but shall not be subject to adjudication or arbitration under the remaining sections of Article X. Any individual claiming a violation of this section may, in addition, pursue the remedies available under applicable state and federal equal rights or fair employment laws.

**SECTION 2.** - On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified 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
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
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 for high pressure systems.

**SECTION 5.** - Except as provided in Sections 2 and 6 of this Article, the Employer agrees that journeyman sheet metal workers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

**SECTION 6.** - When the Employer has any work specified in Article 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 union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, he may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement 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 that local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply. This section will be changed accordingly if and when the Constitution and Ritual of SMART is changed such that it no longer mandates the two-man rule.

**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. - PAYDAY** - Wages at the established rate specified herein shall be paid weekly in the shop or on the job at or before quitting time on the same day of each week, and no more than three (3) days' pay will be withheld. When employees quit or



are laid off by an Employer resident to the jurisdictional area of this Agreement, such employees shall be paid per above on the payday following termination of employment. Employees discharged (fired) shall be paid in full within three (3) working days if discharged by a resident Employer. Employees laid off or discharged by an Employer not having a permanent place of business within the jurisdictional area of this Agreement, shall be paid on the day of lay off or discharge.

**SECTION 10.** - Journeymen sheet metal workers who report for work by direction of the Employer and are not placed at 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.

**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 to the East Central Wisconsin Sheet Metal Contractors Association, Inc., (hereinafter referred to as the local industry fund), twenty-four cents (\$0.24) per hour. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The 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 Fund shall include in such written report, a statement attested by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Fund activities or its receipts and/or disbursements shall be furnished to the 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 purpose prohibited under Section 12(a) or for violations of other subsections of this Section shall be handled under the provision of Article X of this Agreement. In the event that the National Joint Adjustment Board 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 local industry fund. The authority of the

Arbitrator is expressly limited to a determination of a deadlocked issue under this section, (Article VIII, Section 12) and no other.

**SECTION 13.** - Effective as of the date of this Agreement the employers will contribute to the iTi for the Sheet Metal and Air Conditioning Industry twelve cents (\$0.12) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal through **National Benefit Funds**.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the iTi for the Sheet Metal and Air Conditioning Industry and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

Effective as of the date of this Agreement the employers will contribute to the Sheet Metal Occupational Health Institute Trust two cents (\$0.02) per hour for each hour worked by each employee of the employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Trust, or for the purposes of collection and transmittal through the National Benefit Funds. The parties authorize the Trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

Effective as of the date of this Agreement the employer will contribute to the National Energy Management Institute Committee (NEMI), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the Trustees of the Fund.

**SECTION 14.** - The employers will contribute to the Local #18 Training Fund, **sixty-eight cents (\$0.68)** per hour for each hour worked on and after the effective date of this Agreement by all employees 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 Local #18 Training Fund Trust.

In addition, the contractors will pay an additional \$0.02 per hour for each hour worked to the East Central WI SM Contractors & Local 18 Drug Free Program. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted to the East Central WI SM Contractors & Local 18 Drug Free Program.

**SECTION 15.** - Effective as of the date of this Agreement the employers will contribute to the National Pension Fund for each hour worked by each employee of the employer covered by this Agreement, except pre-apprentices, as outlined in Article VIII, Sections A & B. 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 Fund, or for purposes of collection and transmittal through the National Benefit Funds (See Exhibit A).

**SECTION 16. - PAL and/or PAC CHECK-OFF** - PAL and/or PAC Check-off the employer will withhold those hourly amounts that are published in the contract or on the most current wage data sheets. Those monies will be remitted along with all other remittances at the depository currently listed where all other home local benefits are remitted. Employers must remit these funds, identified as 'PAL Check-off' and/or 'PAC Check-off', which are to be received before the 20th day of the succeeding month.

**SECTION 17. - SHOP VISITATION** - The Business Representative for this Agreement shall have access to the shop when on Union business. Access shall be gained through the office. At the employer's option, a particular represented employee may be called out of the shop.

**SECTION 18. - LABOR/MANAGEMENT COUNCIL** - It has been agreed upon between the parties signatory to this agreement to develop a labor/management council. Said Council to meet two times each year to discuss market conditions, labor or management concerns, and the organizing of non-union contractors.

**SECTION 19. - DRUG AND ALCOHOL** - A random drug testing program will be established to be paid for by a \$0.02 cents per hour contribution by the employers to the East Central WI SM Contractors & Local 18 Drug Free Program. This program will be the same as the MCAW-UA program. Although the labor and management legal counsel may jointly agree to create slight modifications.

**SECTION 20. - INTERNATIONAL SCHOLARSHIP FOUNDATION** - Effective the date of this agreement, the Employer will contribute to the International Scholarship Foundations, Inc. one cent (\$0.01) per hour for each hour worked by each employee of the employer covered by this Agreement. Payment shall be made on or before the 20<sup>th</sup> day of the succeeding month and shall be remitted as designated by the International Scholarship Foundation.

## ARTICLE IX

### TOOLS, USE OF AUTOMOBILE

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

**SECTION 2.** - Journeyman, apprentice, and pre-apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. The provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from job to home at quitting time.

## ARTICLE X

### GRIEVANCE

**SECTION 1.** - Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as his representative.

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 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 having jurisdiction over the parties 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 an equal number of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section. 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.

Notwithstanding the provisions of paragraph 1 of this Section, a contractor who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including an unanimous decision, 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.

**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. (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 legal means including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. The prevailing party in litigation to enforce an award shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts.

**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 interpretations or enforcement of this agreement as set forth in the preceding sections of this Article, a controversy or dispute arising out of the failure of the parties to agree upon a renewal of this agreement (after timely notice given as provided in Section 1 of Article XIII), may be settled as hereafter provided in this Section 8, but only if the parties first expressly and mutually agree in writing to utilize, specifically as to a particular contract renewal or reopening controversy or dispute, the (interest arbitration) settlement procedures set forth in this Section.

(a). Should the parties to the negotiations for renewal of this agreement mutually agree that discussions have become deadlocked, notice to that effect shall be given to the office of the General President of the International Association of Sheet Metal, Air Rail and Transportation Workers and the national office of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. If the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the chairman of the Labor Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc., 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 General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the national office of Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be promptly so notified without recommendation from the panel representatives. Should the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers or the chairman of the Labor Committee of Sheet Metal and Air Conditioning Contractors' National Association, Inc., 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 the parties may jointly submit the dispute to the National Joint Adjustment Board. No dispute shall be submitted to the National Joint Adjustment Board unless the bargaining parties mutually agree to the submission.

A dispute submitted to the National Joint Adjustment Board shall be submitted 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 to the extent that such forms are consistent with this agreement. 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 will also be exchanged between the parties 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 General President of SMART and the Chairman of the National Labor Committee of SMACNA shall have the right to designate time limits which will be applicable to any particular case and any step herein which may be communicated to the parties by mail, electronic mail, 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.

## **ARTICLE XI APPRENTICESHIP**

**SECTION 1.** - All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of an equal number of employer

and employee members. Said Joint Apprentice 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 Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise, 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 Committee.

**SECTION 3.** - It is hereby agreed that the Employer shall apply to the Joint Apprenticeship Committee and the Joint Apprenticeship Committee shall grant apprentices on the basis of one (1) apprentice for the first journeyman and thereafter, one (1) apprentice for each two (2) journeymen regularly employed throughout the year - up to eleven (11) journeymen. Thereafter, the ratio will be one (1) apprentice to three (3) journeymen. Fifth year apprentices do not count as apprentices in the ratio.

**SECTION 4.** - All applicants for apprenticeships shall follow the area JAC standards.

**SECTION 5.** - A graduated wage scale for apprentices shall comply with the requirements of the individual indenture (See VIII-1-B).

**SECTION 6.** - Apprentices may work alone without journeymen supervision after they have completed four (4) years at the trade.

**SECTION 7.** - It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the iTi (International Training Institute) and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the iTi Fund and a Local JATC. Therefore, the trustees of the iTi Fund and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices 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 iTi Fund and Local JATC materials, facilities, and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing iTi Fund materials and programs.

## **ARTICLE XII**

### **PREAPPRENTICES**

**SECTION 1.** - It is hereby agreed that the Employer may apply to the Union and the Union shall grant pre-apprentices on the following basis:

<u>JOURNEYMEN</u>	<u>PREAPPRENTICES</u>	<u>JOURNEYMEN</u>	<u>PREAPPRENTICES</u>
1	1	17	11
3	2	18	12
5	3	20	13
6	4	21	14
8	5	23	15
9	6	24	16
11	7	26	17
12	8	27	18
14	9	29	19
15	10	30	20
		32	21

After thirty-two (32) journeymen, the ratio shall be one (1) pre-apprentice for each two (2) journeymen regularly employed.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship 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 unless he has been found to be qualified as an applicant.

The wage scale for pre-apprentices shall be **forty percent (40%)** of the base wage rate of journeyman sheet metal workers. Health and Welfare coverage shall be arranged on behalf of the pre-apprentices by the parties. (See Article VIII). All pre-apprentices having attained two (2) years of employment shall be entitled to contributions made to The Retirement Plan for Employees Represented by Sheet Metal Workers Local Union 18 of \$1.00 per hour for each hour worked. The starting date will be used to calculate time of employment.

## ARTICLE XIII

### DURATION OF AGREEMENT

**SECTION 1.** -(a). This Agreement and Addenda attached hereto shall become effective on the **1st day of June, 2022, and remain in full force and effect until the 31st day of May, 2025**, and shall continue in force from year to year thereafter unless written notice of reopening is given no 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, provided, however, that the contract expiration date contained in this section shall not be effective in the event that mutually agreed upon proceedings under Article X, Section 8 began



before the contract expiration date and are not completed prior to that date. In that event, this Agreement 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.

~~(b). In the event the parties are unable to reach an agreement prior to May 31, 2022, the parties agree that there shall be no strike or lockout prior to a party providing twenty (20) days written notice of its intention to engage in such activity. The parties agree that any change negotiated shall be retroactive to June 1, 2022. In the event that a settlement has not been reached, either party may, notwithstanding any of the provisions of this agreement, engage in all economic recourse subsequent to providing the twenty (20) day notice.~~

**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.

**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.** - If, during the term of this Agreement, the Union or Employers, covered by Collective Bargaining Agreements with SMART Local #18, investigate the possibility of merging fringe benefit funds for the consolidation of said funds for the purpose of maintaining benefit levels, improving benefit levels, at no cost increase and reducing costs to the employer, the parties agree to reopen this contract and renegotiate those Articles pertaining to said fringe benefit funds. No strike or lockout can result from renegotiations.

**SECTION 5.** - The ("Employer") recognizes Sheet Metal Workers Local No. 18 ("Union") as the exclusive bargaining representative under Section 9(a) of the National Labor Relations Act for all employees of the Employer who are covered by the Union's area labor agreements within the geographical jurisdiction of Sheet Metal Workers Local Number 18. Such recognition is predicated on the Union's demand for recognition under Section 9(a) of the National Labor Relations Act and the Union's representation that a majority of the employees covered by the Union's area labor agreements have authorized the Union to act as their exclusive bargaining representative under Section 9(a) of the National Labor Relations Act.

The Employer acknowledges that it has reviewed the Union's showing and agrees that it reflects that a majority of the bargaining unit employees have authorized the Union to represent them under Section 9(a) of the National Labor Relations Act.

**IN WITNESS WHEREOF**, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR EAST CENTRAL WISCONSIN  
SHEET METAL CONTRACTORS  
ASSOCIATION, INC.

FOR INTERNATIONAL ASSOCIATION of  
SHEET METAL, AIR, RAIL and  
TRANSPORTATION WORKERS  
LOCAL #18

by \_\_\_\_\_

by \_\_\_\_\_

# ASSUMPTION OF AGREEMENT

**SECTION 1.** - The undersigned Contractor hereby agrees to assume, and assumes, all of the terms and provisions of the attached Labor Agreement entered into between the **EAST CENTRAL WISCONSIN SHEET METAL CONTRACTORS ASSOCIATION, INC.**, (hereinafter referred to as "Association"), and **INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL and TRANSPORTATION WORKERS LOCAL #18** (hereinafter referred to as "Union"), and agrees to be bound thereby the same as though all of said terms and provisions were set forth word for word herein, except as to those pertaining solely to the aforesaid Association.

**SECTION 2.** - This Labor Agreement shall be effective as of **June 1, 2022.**

**SECTION 3.** - It is specifically understood that this Labor Agreement may be reopened in the manner set forth in Article XIII of said Labor agreement, but that, in event of an inadvertent failure of the reopening party to individually notify the undersigned Contractor of its desire to so reopen, this Labor Agreement shall nevertheless be reopened for negotiations upon proof that timely notice of said desire had been sent to the aforesaid Association.

**SECTION 4.** - By execution of the Agreement the Employer authorizes the East Central Wisconsin Sheet Metal Contractors Association, Inc., to act as it's 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 at least 150 days prior to the then current expiration date of the agreement.

Dated: This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

UNION:

Company:

International Association of Sheet  
Metal, Air, Rail and Transportation  
Workers Local #18

Address:

by: \_\_\_\_\_

by: \_\_\_\_\_

## EXHIBIT A

### SHEET METAL WORKERS NATIONAL PENSION FUND "STANDARD FORM OF PARTICIPATION AGREEMENT"

The undersigned employer and Union represent that the only agreement between them regarding participation in the Sheet Metal Workers' National Pension Fund (the "Fund") is as follows:

1. Commencing with **June 1, 2022**, and for the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the Fund, as outlined in the Basic Labor Agreement (or any increased amount included in subsequent agreements) for each hour worked for which an employee covered by the collective bargaining agreement between the Employer and the Union receives the basic hourly wage rate.
2. Contributions shall be paid on behalf of an employee starting with the employee's first day of employment in a job classification covered by the collective bargaining agreement.
3. The Agreement and Declaration of Trust establishing the Fund is incorporated herein by reference and by signing the Participation Agreement the Employer adopts the provisions of that Trust Agreement.
4. It is agreed that all contributions shall be made at such time and in such manner as the trustees require. The Trustees shall have the authority to have their auditor or an independent Certified Public Accountant audit the payroll and wage records of the employer for the purpose of determining the accuracy of contributions made to the Fund. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made, the Employer agrees to pay all accountants' fees incurred in making the audit but not to exceed the extent of his delinquency and also all legal fees and costs incurred in collecting said accountants' fees if judicial enforcement of this paragraph is necessary.
5. Employers shall submit a remittance report and the required contributions to the Fund by the 20th of the month following the month when covered employment was performed. Failure to file that report shall constitute a delinquency in violation of the Employer's obligation under this Agreement. The Trustees may take whatever steps they deem necessary, including legal action, to collect such delinquent payments, any provisions of the collective bargaining agreement to the contrary notwithstanding. If delinquent, the Employer agrees to pay the interest, liquidated damages, attorney's fees and costs as provided for in Article V, Section 4 of the Trust Agreement. An Employer's liability for payment of a delinquency shall not be subject to the

(Exhibit A continued)

grievance or arbitration procedures contained in the collective bargaining agreement.

6. If an Employer's work force did not perform any covered employment within a particular month, a remittance report shall be filed on the 20th day of the following month indicating that no covered employment was performed. Failure to do so shall subject the Employer to liability for all fees and costs resulting from his failure to file such a report or \$100.00 whichever is greater.

7. It is agreed that the Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer to treat contributions to the Fund as a deduction for income tax purposes.

8. The parties agree that the Participation Agreement shall be considered a part of their collective bargaining agreement.

9. The expiration date of the present collective bargaining agreement between the undersigned parties is **May 31, 2025**. Copies of renewal or extension agreements will be furnished promptly to the Fund's office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for terminating the Employer's participation in the Fund.

10. If, during the term of this agreement, including any renewal or extension of this agreement, the parties are provided with one or more schedules under Section 305 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended by the Pension Protection Act of 2006, because of an actuary's certification that the Sheet Metal Workers' National Pension Fund (NPF) is in critical or endangered status for a plan year, the Union may automatically adopt a schedule as described in the next paragraph, without the consent of the Association, because the labor agreement provides for the automatic allocation of the wage and fringe packages.

The parties agree that a 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 sufficient to cover fully any increases in the contribution rates to the NPF under that schedule. The Union shall have the sole right to allocate, at any time during the term of this agreement, such amounts from the wage package to increase the contribution rates to the amount required for one of the schedules provided by the NPF.

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 schedule is a part, as modified or amended from time to time.

If the NPF requires any contributions or payments of any kind that are in excess of these amounts, or if additional payments or contributions of any kind are required by law to be paid by the Employer, same will be deducted from the overall negotiated Wage Package including the base wage, if necessary provided that the Employer has remained in strict compliance with any relevant regulation. For example, in the event the employer assessments (e.g. surcharges) or excise taxes are required to be paid to the National Pension Fund (or the IRS in the case of an excise tax) for work performed under this Labor Agreement, the Employer shall be entitled to make an equal offset to the taxable base rate. As an example, if the Employer is required to pay an assessment of 10¢ per hour to the National Pension Fund, the Employer shall deduct an equal amount from the employee's taxable base pay. The Union shall not reduce or eliminate contributions to the National Pension Fund if it could trigger withdrawal liability or excise taxes for the Employer.

FOR INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL and  
TRANSPORTATION WORKERS LOCAL #18

BY: \_\_\_\_\_

FOR EAST CENTRAL WISCONSIN SHEET METAL CONTRACTORS ASSOCIATION,  
INC.

BY: \_\_\_\_\_

**RESIDENTIAL ADDENDUM**  
**TO THE**  
**STANDARD FORM OF UNION AGREEMENT**  
**CALUMET/FOND DU LAC/SHEBOYGAN/MANITOWOC AREA**

**SECTION 1** - 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 residential and light commercial heating and air conditioning systems and the architectural sheet metal work on such structures as defined in Section II.

**SECTION 2** - Residential shall be defined as applying to work on any single-family dwelling or multiple family housing unit where each individual family apartment is individually conditioned by a separate and independent unit or system, unless central hydronic. This does not include installations on projects under Davis-Bacon Act, Federal, State, or City projects.

**SECTION 3** - Light commercial work shall be defined as applying to work on any structure including retail commercial space, office buildings, strip-shopping centers or public buildings served by air-conditioning equipment of 7<sup>1</sup>/<sub>2</sub> tons of cooling or less. If the equipment cooling/heating combination, the cooling tonnage would be the determining factor. If the equipment is heating only such as furnaces, twin furnaces, unit heaters, make-up air units or boilers, the BTU output shall be 250,000 BTU's or less. This Section does not include installations on projects under Davis-Bacon Act, Federal, State, or City projects.

Light Commercial start-up can be at the Light Commercial rate and fringes. All Light Commercial service after start-up shall be performed by Building Trades Journeymen at Building Trades Journeyman's wage and fringe benefits rate.

**SECTION 4** - (a) The Employer agrees that none, but residential journeymen and residential trainees shall be employed on any work described in this Addendum except as noted herein provided, however, that building trades members may be voluntarily employed on such work provided no residential members are available and prior approval has been granted by the Union.

(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.

(c) The Employer agrees he will not deny any employee unemployment compensation for refusing to work under the Residential Addendum when laid off under the existing agreement.

**SECTION 5 - NEW CONSTRUCTION** - (a) The work week shall consist of a 40-hour week divided into five (5) working days of eight (8) hours each, running consecutively from Monday to Friday. The work day shall consist of eight (8) hours, exclusive of the lunch period, starting at 7:00 A.M. and ending at 5:00 P.M. however, the regular hours may be adjusted for inclement weather conditions by mutual consent of the parties to this Addendum.

(b) All work performed outside the regular working hours during the regular work week and on Saturdays shall be compensated for at one and one-half times (1 1/2) times the hourly residential base wage rate.

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

**SECTION 6 - SERVICE, MAINTENANCE AND REPLACEMENT WORK** - (a) The work week shall consist of a scheduled 40-hour week; all work performed beyond the 40-hours shall be compensated for at one and one-half (1 1/2) times the hourly residential base wage rate.

(b) In the event a second or third shift is necessary, the work hours and premium pay shall be a fifteen percent (15%) premium on the total hourly taxable wage rate. The hours between regular starting time on Saturday and regular starting time on Monday are not eligible for the shift work provision.

### **SECTION 7 – ON CALL LANGUAGE**

1. An employee who is required to be on-call is paid an on-call premium to compensate the employee for having to be available for work, not for doing work. The on-call premium shall not be less than \$10.00/day. This stipend shall be waived for anytime an employee is called to work and actually works two or more hours.

2. Payment for actually performing work is governed by Article VI of this collective bargaining agreement.

3. Where an employee voluntarily accepts being on-call, he/she is required to report to work when called by the Employer. Employees may also be required to carry out work duties by telephone and/or electronically.

**SECTION 8** - Travel to comply with Article VII of the Local Agreement.

**SECTION 9** - For those members of Local #18 who are covered by this Addendum shall receive hourly wage rate and fringe benefits in accordance with the following schedule. Residential Journeyman wage package shall be 65% of the Building Trades Journeyman total hourly cost. Residential Trainee pay rate will be 55% of the Residential Journeyman hourly base rate, plus National Training Fund, Local Training Fund, Local Industry Fund, pre-apprentice health and welfare, and Holiday/Vacation/PAL at percentage of Residential Journeyman Holiday/Vacation/PAL (1st year - 24%, 2nd year - 42%, and 3rd year – 60%.



**ARTICLE 9 – RESIDENTIAL JOURNEYMAN AND TRAINEES**

**EFFECTIVE JUNE 1, 2022**

	<b>55%</b>			<b>100%**</b>
Hourly Base Wage	\$12.32	\$12.32	\$12.32	\$22.40
Holiday/Vacation/PAL	\$0.43 (1st Year)	\$0.76 (2nd Year)	\$1.08 (3rd Year)	\$1.80 **
<b>Hourly Taxable</b>	<b>\$12.75</b>	<b>\$13.08</b>	<b>\$13.40</b>	<b>\$24.20</b>

Health and Welfare	\$5.90	\$5.90	\$5.90	\$10.90
National Pension Fund	\$0.05	\$4.38	\$4.38	\$7.96
<b>Wage Rate</b>	<b>\$18.70</b>	<b>\$23.36</b>	<b>\$23.68</b>	<b>\$43.06</b>

iTi/NEMI	\$0.15	\$0.15	\$0.15	\$0.15
Local Training Fund	\$0.68	\$0.68	\$0.68	\$0.68
SMOHIT	\$0.02	\$0.02	\$0.02	\$0.02
Local Industry Fund	\$0.27	\$0.27	\$0.27	\$0.27
Drug Testing Program	\$0.02	\$0.02	\$0.02	\$0.02
Scholarship Fund	\$0.01	\$0.01	\$0.01	\$0.01
<b>Total Hourly Cost</b>	<b>\$19.85</b>	<b>\$24.51</b>	<b>\$24.83</b>	<b>\$44.21**</b>

\*\* Refer to current Wage Data Sheets

Residential Journeymen who work Light Commercial shall receive 70% of the Building Trades Journeyman's base rate, plus full Residential Journeyman fringe benefits. Residential Trainee working Light Commercial shall receive 70% of the Light Commercial base wage rate, plus Residential Trainee fringe benefits.

**RESIDENTIAL JOURNEYMAN WHO WORK LIGHT COMMERCIAL**

**EFFECTIVE JUNE 1, 2022**

Hourly Base Wage	\$26.61
Holiday/Vacation/PAL	\$1.80
<b>Hourly Taxable</b>	<b>\$28.41</b>

Health and Welfare	\$10.90
National Pension Fund	\$7.96
<b>Wage Rate</b>	<b>\$47.27</b>

iTi/NEMI	\$0.15
Local Training Fund	\$0.68

SMOHIT	\$0.02
Local Industry Fund	\$0.27
Drug Testing Program	\$0.02
Scholarship Fund	\$0.01
<b>Total Hourly Cost</b>	<b>\$48.42</b>

**RESIDENTIAL TRAINEES WHO WORK LIGHT COMMERCIAL  
EFFECTIVE JUNE 1, 2022**

Hourly Base Wage	\$18.63	\$18.63	\$18.63
Holiday/Vacation/PAL	\$0.43 (1st Year)	\$0.76 (2nd Year)	\$1.08 (3rd Year)
<b>Hourly Taxable</b>	<b>\$19.06</b>	<b>\$19.39</b>	<b>\$19.71</b>

Health and Welfare	\$5.90	\$5.90	\$5.90
National Pension Fund	\$0.05	\$4.38	\$4.38
<b>Wage Rate</b>	<b>\$25.01</b>	<b>\$29.67</b>	<b>\$29.99</b>

iTi/NEMI	\$0.15	\$0.15	\$0.15
Local Training Fund	\$0.68	\$0.68	\$0.68
SMOHIT	\$0.02	\$0.02	\$0.02
Local Industry Fund	\$0.27	\$0.27	\$0.27
Drug Testing Program	\$0.02	\$0.02	\$0.02
Scholarship Fund	\$0.01	\$0.01	\$0.01
<b>Total Hourly Cost</b>	<b>\$26.16</b>	<b>\$30.82</b>	<b>31.14**</b>

\*\* Refer to the current Wage Data Sheet

**\*\*NOTE** - Residential Journeymen hired prior to 6/1/86 shall, **in addition, receive full Local Pension Fund** contribution in the amount of \$5.57 per hour and Vacation Fund contribution of one dollar-eighty cents (\$1.80) per hour.

(c) The Residential Trainee shall be required to obtain 90-hours of trade related instruction, to be approved by the Union and Employer, over the three (3) year training period.

**Section 10** - 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 Sections 1, 2, 3, or 4 of this Addendum.

**Section 11** –

(a) - The signing of the Local Basic or Local Standard Form of Union Agreement and Addenda thereto shall be a prerequisite to becoming a signatory party to this Addendum. Grievances of the Employer or the Union, arising out of the

interpretation or enforcement of this Addendum shall be settled in accordance with Article X of the Standard form of Union Agreement.

(b) - No employer shall sub-contract or assign any of the work described herein which is to be performed at a job site to any contractor, sub-contractor 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.

c) - The Union reserves the right, in its sole discretion, to cancel this Addendum with any employer who has been found, in accordance with Article X of the Local Standard Form of Union Agreement, to have violated the provisions of this Addendum. It is expressly agreed and understood that on any specific conditions not enumerated in this Addendum, the Local Basic or Standard Form of Union Agreement shall apply.

**Section 12** - This Addendum signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Shall remain in force and effective for the duration of the basic agreement.

EAST CENTRAL WISCONSIN  
SHEET METAL CONTRACTORS  
ASSOCIATION, INC.

INTERNATIONAL ASSOCIATION  
SHEET METAL, AIR, RAIL and  
TRANSPORTATION WORKERS  
LOCAL #18

BY: \_\_\_\_\_

BY: \_\_\_\_\_



International Association of Sheet Metal, Air, Rail and Transportation Workers

**MEMORANDUM OF UNDERSTANDING (“MOU”)  
REGARDING HIGH SCHOOL STUDENT CO-OP WORKERS, YOUTH APPRENTICES  
BETWEEN**

**THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**  
**AND**  
**LOCAL UNION NO. 18 OF THE INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND TRANSPORTATIONWORKERS (“UNION”)**  
\_\_\_\_\_, 20\_\_\_\_

Whereas, **THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**  
and Local 18 of the International Association of Sheet Metal, Air, Rail & Transportation Workers  
 (“Local 18” or “the Union”) wish to permit contractors who are subject to the Labor Agreement  
 between, **THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**  
 and Local 18 (“the Labor Agreement”) to be able to hire High School Co-op Workers, also known  
 as Youth Apprentices, (“Co-op Workers”);

Whereas, Local 18 and, **THE EAST CENTRAL WISCONSIN CONTRACTORS  
ASSOCIATION, INC.**

(“the Parties”) wish for Co-op Workers to be employed while they are in high school under  
 the terms of this MOU;

Whereas, **THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**

and Local 18 agree that Co-op Workers are covered by the Labor Agreement during their  
 Co-op Worker employment, but shall only receive the benefits and items listed below in this MOU;

Whereas, **THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**

and Local 18 agree that Co-op Workers shall not be part of the pension benefit coverage,  
 health insurance coverage, or other employee benefits and terms except as expressly stated  
 below;

Whereas, **THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**

and Local 18 agree that contractors shall not be required to pay pension, health fund, or  
 any other contributions on behalf of Co-op Workers except as expressly stated below:

**Now therefore, the Parties agree as follows:**

1. Co-op Workers may be employed by contractors for employment, but only while a high school student. Upon their scheduled date of graduation, individuals shall no longer be covered by this MOU and may no longer be employed as Co-op Workers. Co-op Workers shall only work under the supervision of anyone other than a Pre-Apprentice.
2. Each company that employs an apprentice will be allowed to hire Co-Op Workers per the journeyman, apprentice, and pre-apprentice contractual ratios contained in the Labor Agreement. Co-op Workers will count in the pre-apprentice ratios.
3. Co-op Workers shall not participate in the pension, health, and plans that are administered by the trustees of the Sheet Metal Workers’ National Pension Fund (the “Pension Fund”), the Wisconsin Sheet Metal Workers’ Health and Benefit Trust Fund (“Health Fund”), (the “Education Fund,”), Day School Reimbursement Program, (the “Local Industry Fund”),

(collectively the "Benefit Funds"). Accordingly, no contribution payments shall be made for Co-op Workers under any benefit fund administered by the Benefit Funds.

4. Co-op Workers shall not be covered by any of the terms, conditions, or pay provided under the Labor Agreement, including but not limited to pay, overtime, industry, apprenticeship, and training funds payments, working hours, schedules.
5. Co-op Workers shall take and pass a pre-employment drug screening that will be paid for by the entity that is currently paying for the drug testing program per the Labor Agreement.
6. This Memorandum of Understanding will be in full force and effect from the date signed by the parties for one year and may be renewed on each anniversary date of the MOU by the bargaining parties.

**LOCAL 18 OF THE INTERNATIONAL ASSOCIATION  
OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS**

By \_\_\_\_\_

\_\_\_\_\_

Title

**THE EAST CENTRAL WISCONSIN CONTRACTORS ASSOCIATION, INC.**

By \_\_\_\_\_

\_\_\_\_\_

Title

PCL/je  
opeiu #9, afl-cio