

# AGREEMENT

between



## **THE FIVE CITIES ASSOCIATION OF MICHIGAN**

**a Chapter of SMACNA**

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Kalamazoo, MI 49009

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and



## **LOCAL UNION NO. 7-SM, ZONE 1 INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS**

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### **COVERING:**

Allegan • Barry • Branch • Calhoun • Clinton • Eaton  
Hillsdale • Ingham • Ionia • Jackson • Kalamazoo  
Livingston and \*Van Buren Counties of Michigan

May 1, 2021 to April 30, 2026

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# **STANDARD FORM OF UNION AGREEMENT**

## **Form A-01-05**

### **SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY**

Agreement entered into this 1st day of May 2021, by and between The Five Cities Association of Michigan, a chapter of SMACNA, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and the Local Union No. 7-SM, Zone 1 (Lansing) of International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for Allegan, Barry, Branch, Calhoun, Clinton, Eaton, Hillsdale, Ingham, Ionia, Jackson, Kalamazoo, Livingston and VanBuren Counties of Michigan (with the exception of the extreme western corner of VanBuren County. (see addendum 28)

#### **ARTICLE I TRADE JURISDICTION**

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, 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) operation of all automated or computer controlled fabricating equipment in the shop.(f) metal roofing; and (g) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

#### **ARTICLE II SUB-CONTRACTING**

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 TRADE JURISDICTION EMPLOYEES**

SECTION 1. The Employer agrees that none but journeymen, apprentice, 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 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 SOURCE OF EMPLOYEES**

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

### **ARTICLE V UNION MEMBERSHIP REQUIREMENT**

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. 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 3. 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 4: The Employer agrees to deduct Union 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 twentieth day of each month, the Employer shall remit to the designated financial officer of the 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 HOURS OF WORK**

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between six (6) a.m. and five (5) 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, shall be at (See Addendum 5) 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.

When working four (4) ten (10) hour days 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, Thanksgiving Day, Christmas Day or days locally observed as such, and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See Addendum 5)

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. (See Addendum 6)

## **ARTICLE VII TRANSPORTATION – ARRIVAL AT WORK SITE**

SECTION 1. When employed in a shop or on a job within the limits of (See Addendum 7), 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. (See Addendum 7)

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 WAGES, BENEFITS, TRUST AGREEMENTS**

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (See Addendum 1), per hour, 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, preapprentices 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 installation 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, 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, preapprentice 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. When the employer has work in the Local but out of their home Zone the employer can send no more than four (4) employees to that Zone. 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 in the shop or on the job at or before quitting time on of each week, and no more than two (2) 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, preapprentice 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 member of Five Cities 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 The Five Cities Association Industry Fund. (See Addenda 12 and 13)

(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 Five Cities Association Industry Fund, 6929 Countryview Dr. Kalamazoo, MI 49009, 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. (See Addendum 12 and 13)

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.(See Addendum 12 and 13)

SECTION 15. Effective as of the date of this Agreement the Employers 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 The Five Cities Association.

Effective as of the date of this Agreement the Employers shall contribute to the National Energy Management Institute Committee (NEMIC), the hourly contribution rate established by the NEMIC 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 NEMIC, or for purposes of collection and transmittal electronically or through The Five Cities Association.

Effective as of the date of this Agreement the Employers 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 The Five Cities Association.

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 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 72 hour 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 International

Association of Sheet Metal, Air, Rail and Transportation Workers, 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 (six) 6 consecutive months.

SECTION 18. This Article VIII, Section 18 relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's Alternative Schedule and the Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the Alternative Schedule as amended from time to time. The Alternative Schedule and the Fund's Trust Document are incorporated into, and form part of, this Agreement. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the Alternative Schedule in effect at the time the increases are due, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly Contribution Rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employees under this Agreement unless no funds under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.

2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).

3. All contributions shall be made at such time and in such manner, as the Trustees require. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the Employer's ability to

meet its contribution obligations. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all auditors' fees incurred in making the audit and also all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

4. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Reporting and remittance shall be done via the Fund's on-line reporting and remittance system. Failure to pay and timely file a report constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

## **ARTICLE IX PERSONAL TOOLS AND AUTOMOBILES**

SECTION 1. Journeymen, apprentice, preapprentice 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, preapprentice 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 GRIEVANCE PROCEDURE**

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.

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. 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, 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, 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. 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.

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefor 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.

**\*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 22022-0956, or 4201 LaFayette Center Drive, Chantilly, VA 22021-1219.**

## ARTICLE XI APPRENTICES

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 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 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, 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 for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of up to four (4) 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	50%
Second Year	60%
Third Year	70%
Fourth Year	80%

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 SMART 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 check-off 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 implement 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. (See Addendum 18)

## **ARTICLE XII PREAPPRENTICES**

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 preapprentices on the basis of one (1) preapprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply. If no apprentices are available the employer can hire pre-apprentices not to exceed three (3) to one (1) ratio upon notification of the union.

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

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of preapprentices for such openings during the first year of employment. No preapprentice shall be retained beyond one (1) year unless the preapprentice has been found to be qualified as an applicant. (See Addendum 17)

### **ARTICLE XIII DISCRIMINATION**

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

### **ARTICLE XIV DURATION OF AGREEMENT**

SECTION 1. This Agreement and Addenda Numbers 1 through 29 attached hereto shall become effective on the 1st day of May 2021 and remain in full force and effect until the 30th day of April 2026 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than 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 to this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes the Five Cities Association 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 at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

## ADDENDA

It is hereby agreed and understood that the attached Addenda shall be made a part of the Standard Form of Union Agreement. (Form A-01-05) dated January 1, 2005.

### ADDENDUM 1 JOURNEYMAN WAGE RATE

	<u>05/01/2021</u>		
Base Wage	\$36.75	<u>05/01/2022</u>	
<b>W.A./Per Capita Deduct</b>	<b>(1.31)</b>	\$1.60 wage	
<b>Miscellaneous (deduct)</b>	<b>(0.93)</b>	increase	<i>Disbursements to</i>
Health & Welfare	8.19		<i>be determined</i>
Local Pension	10.66	<u>05/01/2023</u>	
N.P.F.	0.60	\$1.50 wage	
I.T.I./SMOHIT/NEMI***	0.17	increase	
Apprentice Training	<u>0.50</u>	<u>2024 &amp; 2025</u>	
<b>TOTAL PACKAGE</b>	<b>\$56.87</b>	wage reopener	
Industry Funds			
(National & Local)	<u>0.30</u>		
<b>TOTAL</b>	<b>\$57.17</b>		

\*Disbursement to be by vote of the membership.

\*\*Payroll deduction as indicated on Employee Referral Slip and agreed to by the individual employee's signature. Deduction may include any or all of the following items:

Journeyman:	\$2% – work assessment
	0.17 – per capita
	0.85 – youth to youth
	0.04 - M.S.B.T.
	0.04 - PAL
Apprentices:	0.17 – per capita
	0.85 - youth to youth
	0.04 - M.S.B.T.
	0.04 - PAL

W.A./Per Capita deduction are to be on all hours worked. Youth to Youth and M.S.B.T. are based on the first 40 hours worked up to a maximum of 40 hours per week.

\*\*\*\$0.17 is distributed as follows: \$0.12 to ITI; \$0.02 to SMOHIT; \$0.03 to NEMI.

**ADDENDUM 2**  
**APPRENTICE WAGE RATE**

- A. The apprenticeship program shall be a four (4) year program beginning with the effective date of this Agreement. All apprentices are to have a 40 hour orientation at the youth to youth program expense. Apprentices will be paid (4) hours wages and (4) hours fringes by their current employer for each required day attending apprenticeship school.
- B. Apprentice wage rates are stated as a percentage of the journeyman base rate as indicated in Addendum 1, plus fringe benefits as shown in Paragraph C below:

First year	50%
Second year	60%
Third year	70%
Fourth year	80%

C. Fringe Benefits

First year:	100%	Health and Welfare
	25%	Pension*
	100%	National Pension, I.T.I., SMOHIT, N.E.M.I. and Industry Fund

Second year:	100%	Health and Welfare
	50%	Pension*
	100%	National Pension, I.T.I., SMOHIT, N.E.M.I. and Industry Fund

Third and fourth years: All Addendum 1 fringe benefits

\*Each category of limited fringe benefits is to be reported by Employer on separate fringe benefit report form.

**ADDENDUM 3**  
**FOREMAN AND WAGE RATE**

- A. Employers shall have full responsibility and authority to select their foremen and assign them on such work as the Employer deems necessary and with regard to the following ratio:

When five (5) or more journeymen and/or apprentices and/or preapprentices are employed in the field on a job, the fifth (5th), fifteenth (15th), twenty-fifth (25th), etc., person shall be designated as a working foreman.

When ten (10) or more journeymen and/or apprentices and/or preapprentices are employed in the field on a job, the tenth (10th), twentieth (20th), thirtieth (30th), etc., person shall be designated as a general foreman.

- B. Men designated as Foremen, Shop Foremen and General Foremen shall receive, over and above the wage rate totals indicated in Addendum 1, not less than the following:

Foreman	7% of Journeyman Base Rate
General Foreman	9% of Journeyman Base Rate

- C. It is further agreed that the men designated as foremen and general foremen shall be members of Sheet Metal Workers' Local Union 7 Zone 1 (Lansing).
- D. Any Employer having a place of business where fabrication of any article covered by Article 1 of this Agreement is performed that has five (5) or more shop employees shall designate a sheet metal journeyman as a full time shop foreman.
- E. Employers having a permanent place of business within this jurisdiction shall have the full authority and responsibility of appointing supervision. Those Employers having their permanent place of business and shop located outside of the jurisdiction of Local 7 Zone 1 (Lansing) may send no more than two (2) journeymen from his local jurisdiction, one (1) of which may be a foreman. All other journeymen and supervision must come from the Local 7 Zone 1 (Lansing) membership.

**ADDENDUM 4  
HOURS OF WORK**

- A. The regular working day of eight (8) hours is established on all jobs regardless of location.
- B. Hours of Work Option - It is further agreed that upon a majority vote written request by secret ballot from his employees, an Employer may establish a regular working day consisting of ten (10) hours' labor in the shop or on the job for four (4) consecutive days, beginning on Monday or Tuesday through Thursday or Friday between the hours of 6:00 a.m. and 5:30 p.m. with prior notification to the Union before implementation.

**ADDENDUM 5  
OVERTIME**

- A. All approved work performed outside the regular working hours during the regular work week and the first eight (8) hours of all work performed on Saturdays, shall be at one and one-half (1-1/2) times the regular hourly rate.

- B. All work on Saturdays in excess of eight (8) hours shall be at two (2) times the regular hourly rate.
- C. All work performed on Sundays, Saturdays in excess of eight (8) hours, regular work week days in excess of twelve (12) hours and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular hourly rate.
- D. Overtime and/or premium pay will, during a continued work cycle, retain its continuity with no cut-back in premium rate.
- E. Overtime to revert back to straight time as follows: In the event of an early start time at the shop or job site, the rate of pay shall be one and a half times the base rate until normal start time of the shop or job site. Then the rate of pay will revert back to straight time for the remainder of their normal shift, Monday through Friday only.

#### **ADDENDUM 6 SHIFT WORK**

Be it resolved that shift work, when two (2) or more shifts are worked, will be governed by the following provisions:

- A. Assignment of shift work is to be for a minimum of five (5) regular working days. If Saturdays or Sundays are included, those two days shall retain premium pay as specified in Addendum 5. If a scheduled five (5) day shift is shortened, the rate of pay shall be as in Addendum 5.
- B. There will be no overlapping of shifts.
- C. Establishment of a second shift in a shop, meeting the requirements of A and B above, is to be at the Employer's discretion.
- D. Establishment of a second shift at a job site, meeting the requirements of A and B above, may only be as a continuation of a previous shift.
- E. Second shift pay: 1-1/8 times regular hourly rate for first eight (8) hours. Fringes are to be paid on hours worked.
- F. Third shift pay: 1-1/3 times regular hourly rate of pay for first eight (8) hours. Fringes are to be paid on hours worked.
- G. The Business Representative shall be notified prior to the establishment of a second and/or third shift.



**ADDENDUM 7**  
**MILEAGE AND DAILY EXPENSE ALLOWANCE**

Article VII, Section 2 is hereby amended to provide an alternative method of payment of Mileage and Daily Expense as follows:

- A. All jobs within forty (40) miles of the place where the Employer's shop is located or within forty (40) miles from the home of the employee, whichever is nearer the jobsite, shall be considered within the limits and no transportation expense paid.
- B. On all jobs located beyond the limits described in Paragraph A immediately above, each man assigned to said job shall be entitled to the applicable IRS rate (<https://www.irs.gov/tax-professionals/standard-mileage-rates>), rounded to the nearest whole cent allowance per mile, as follows, for each mile beyond the forty (40) mile limit, going and returning.
- C. On any job located so that the mileage expense allowance provided herein would equal or exceed one hundred (100) times the mileage expense per mile indicated in Paragraph B above, for a day, the Employer shall have the option to pay, in addition to the mileage expense to and from the job each week, the following daily expenses allowance to each man, please refer to the U. S. General Services Administration website:

(<https://www.gsa.gov/travel/plan-book/per-diem-rates>)

However, reimbursement will be made for reasonable documented expense in excess of the above amount.

- D. On any job located outside the area covered by this Agreement and within the area of another SMART bargaining agreement, each man sent to that area on a daily basis, shall be entitled to the higher of:
  - 1. The Mileage Expense Allowance provided by this Agreement, or
  - 2. The Mileage Expense Allowance provided by the adjoining Local Union's agreement with the Employer's shop as the focal point.
- E. When the Employer furnishes transportation to and from the job site, from the employee's home, each affected employee shall be at the job site at the prescribed starting time and shall remain at the job site until the prescribed quitting time and no mileage shall be paid.
- F. The Employer shall reimburse reasonable parking expenses.

**ADDENDUM 8**  
**APPRENTICESHIP AND TRAINING**

- A. Article XI, Section 4 is amended to read as follows: It is hereby agreed that the Employer shall be entitled to apply to the Joint Journeymen and Apprentice Training Committee on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year, and said ratio shall govern the consideration and granting of apprentices by the Joint committee; provided, however, that any Employer who regularly employs less than three (3) journeymen shall, nevertheless, be entitled to one (1) apprentice, but shall not be permitted any additional apprentices except in accordance with the above ratio provision; provided further, that the apprentice ratio for the fabrication and erection of domestic heating and air conditioning work shall be one (1) apprentice for each two (2) journeymen so employed.
  
- B. It is further agreed that all sheet metal shops in Local Union No. 7-SM, Zone 1 (Lansing) jurisdiction will participate in the training of sheet metal apprentices. Therefore, unless such training would produce hardship, all shops of six (6) or more journeymen will employ at least one (1) apprentice.
  
- C. It is further agreed that the Apprentices will attend related training instruction classes as established by the Joint Journeymen and Apprentice Training Committee (J.A.T.C.) Rules and Guidelines for which the apprentices will be paid four (4) hours wages and four (4) hours fringes, by their current employer.
  
- D. It is further agreed that the Local Union No. 7-SM, Zone 1 (Lansing) of the International Association of Sheet Metal, Air, Rail and Transportation Workers Journeyman and Apprentice Training Trust Fund is and has been established. The Employer shall contribute to the Journeyman and Apprentice Training Trust Fund at the rates indicated in previous Addendum 1. JOURNEYMAN WAGE RATE, and 2. APPRENTICE WAGE RATE, for all hours worked by sheet metal journeymen and apprentices; the payments under this program by each Employer bound by the terms of this Agreement shall be governed by the Joint Trustee Committee of equal representation from Local Union 7 Zone 1 (Lansing) and The Five Cities Association. This Joint Trustee Committee will also serve as the Joint Journeyman and Apprentice Training Committee. Future increases in the contribution rate are to be on a matching basis, upon the recommendation of the Joint Trustees.
  
- E. Remittance to be as specified under Addendum 12. FRINGE BENEFITS REPORT FORM.
  
- F. Further, any Contractor or Employer who is not regularly established in the jurisdiction and/or whose principal place of business is not within one of the counties covered by this Agreement shall by signing this Agreement, assent to

and be bound by all the terms and provisions of the Journeyman and Apprentice Training Trust document. Further, any Employer who is not a member of The Five Cities Association shall, upon signing this Agreement, assent to and shall hereby be bound by all terms and provisions of the Journeyman and Apprenticeship and Training Trust document. The Journeyman and Apprenticeship and Training Trust document is hereby incorporated by reference, and the terms, conditions and provisions are specifically agreed to by all Employers bound by this Agreement.

- G. Written notification will be sent to the Local Union and the JATC when sending an apprentice out of the local. The apprentice will be responsible for attending classes on his regular day.

#### **ADDENDUM 9 SAVINGS PLAN PROVISION**

- A. It is agreed that the deduction of any savings account amounts from the wages of journeymen and apprentices is to be made solely on a voluntary basis at the request of the employee.
- B. The Employer agrees to establish a payroll savings plan, on a weekly basis, for all journeymen and apprentices who wish to participate in such a plan. The establishment of reasonable rules and the selection of a suitable depository will be ultimately at the discretion of the Employer.

#### **ADDENDUM 10 HEALTH AND WELFARE FUND**

- A. It is further agreed that the Local Union No. 7-SM, Zone 1 (Lansing) of the International Association of Sheet Metal, Air, Rail and Transportation Workers Health and Welfare Fund has been established. The Employer shall contribute to the Health and Welfare Fund at the rates indicated in previous Addendum 1. JOURNEYMEN WAGE RATE, and 2. APPRENTICE WAGE RATE, for all hours worked by sheet metal journeymen and apprentices; the payments under this program by each Employer bound by the terms of the Agreement, shall be governed by the Joint Trustees Committee of equal representation from Local Union No. 7-SM, Zone 1 (Lansing) and The Five Cities Association.
- B. Remittance to be as specified under Addendum 12. FRINGE BENEFITS REPORT FORM.
- C. Further, any contractor or Employer who is not regularly established in the jurisdiction and/or whose principal place of business is not within one of the counties covered by this Agreement, shall by signing this Agreement, assent to and shall be bound by all terms and provisions of the Health and Welfare Trust document. Further, any Employer who is not a member of The Five Cities Association shall, upon signing this Agreement, assent to and shall hereby be

bound by all terms and provisions of the Health and Welfare Trust document. The Health and Welfare Trust document is hereby incorporated by reference and the terms, conditions and provisions are specifically agreed to by all Employers bound by this Agreement.

## **ADDENDUM 11 NATIONAL PENSION FUND**

A. It is further agreed that a SMART Local Union No. 7-SM, Zone 1 (Lansing) of the International Association of Sheet Metal, Air, Rail and Transportation Workers Pension Trust and Pension Plan are and have been established. The Employer shall contribute to the Sheet Metal Workers' Pension Fund at the rate indicated in previous Addendum 1. JOURNEYMEN WAGE RATE, and 2. APPRENTICE WAGE RATE, for all hours worked by sheet metal journeymen and apprentices; payments under this program by each Employer bound by the terms of the Agreement, shall be governed by a Joint Trustee Committee of equal representation from Local Union 7 Zone 1 (Lansing) and The Five Cities Association.

B. Sheet Metal Workers' National Pension Fund "First Alternative Schedule"

This *Addendum/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate.

Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half, or two times the hourly contribution rate respectively, for

such hours. **\*This Agreement is paid at straight time (40 hours).**

The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, school and travel, **unless** no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.

2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
  3. All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at [www.smwnpf.org](http://www.smwnpf.org).
  4. The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.
- C. Remittance to be as specified under Addendum 12. FRINGE BENEFITS REPORT FORM.
- D. Further, any Contractor or Employer who is not regularly established in the jurisdiction and/or whose principal place of business is not within one of the counties covered by this Agreement, shall by signing this Agreement, assent to and shall be bound by all terms and provisions of the Pension Trust document and Pension Plan. Further, any Employer who is not a member of The Five Cities Association shall, by signing this Agreement, assent to and shall thereby be bound by all terms, conditions and provisions of the Pension Trust document and Pension Plan. The Pension Trust document and Pension Plan is hereby incorporated by reference and the terms, conditions and provisions are specifically agreed to by all Employers bound by this Agreement.

**ADDENDUM 12**  
**FRINGE BENEFITS REPORT FORM**

- A. A single combined report form for reporting the Local 7 Trust Funds, the Payroll Deduction Funds and the National Trust Funds will be supplied by the Fringe Benefits Fund Administrator and made available through the Administrator, Local Union No. 7-SM, Zone 1 (Lansing). This form shall be used by all Employers for such data as may be required by the Administrator. The form is to be completed according to the instructions made available by the Administrator:

Sheet Metal Workers' Local 7 Zone 1  
Attn: Contribution Dept.  
P.O. Box 1156  
Troy, MI 48099-1156  
Telephone: 866-822-7037  
Fax: 248-813-9898

- B. All fringe contributions to be based on hours worked and compensated in the previous month.

**ADDENDUM 13**  
**FRINGE BENEFITS COLLECTION PROVISION**

- A. All payments to all funds or trusts shall be due on the first (1st) day of each month, and all Employers shall remit by the twentieth (20th) of the month for the previous month on the report form provided therefor, together with a check in the appropriate amount. Payments not postmarked by the twentieth (20th) of the month shall be considered delinquent. The Trustees will then take steps, through the Union, to inform the employees of the delinquent Employer of said delinquency and of the Trustees' inability to guarantee continued collection of fringe benefit contributions and the consequences resulting therefrom.
- B. 1. Each Employer found delinquent on the twentieth (20th) day of the month in which payment is due shall pay those Funds a liquidated damages charge of ten percent (10%) of all amounts due or ten dollars (\$10.00) whichever is greater. The Employer shall further pay those funds a five percent (5%) delinquency charge for every month thereafter such a delinquency remains.
2. An unpaid liquidated damages charge will be considered as an unpaid balance due and will be deducted from the next subsequent fringe benefits contribution payment received from the delinquent Employer.
3. The unpaid balance then remaining will be assessed a liquidated damages charge of five percent (5%) per month and deducted from the next fringe benefits contributions payment received from this Employer.

- C. Such damages shall be used to help defray the expense of administration.
- D. A contractor or Employer entering the Local Union No. 7-SM, Zone 1 (Lansing) and The Five Cities Association jurisdiction will be required to place on deposit with the Administrator payable to Sheet Metal Local 7 Zone 1 (Lansing) Benefits Funds, a five thousand dollar (\$5,000.00) Negotiable Bond or Certified Check to cover employment of from one (1) to five (5) persons, to ensure and show good faith for the collection of all fringe benefit payments to be paid by said contractor or Employer. Further, for each additional five (5) persons employed, the Bond required shall increase in the amount of five thousand dollars (\$5,000.00).
- E. A similar Bond or Certified Check may be required from jurisdiction area Employers, should this be found necessary by the Trustees of these funds. Further, any Employer who has previously failed to properly pay, when due, fringe benefits contributions as required by this Agreement, shall post a Bond as directed by the Trustees. In lieu of a Bond, weekly payment of fringe benefits may be required by the Trustees in addition to a Cashiers Check to cover the last week of employment; said check to be deposited with the funds administrator.
- F. Should the anticipated fringe benefits fund liability for a sixty (60) day period exceed five thousand dollars (\$5,000.00), the face value of the Bond or the Certified Check is to be increased accordingly, as the Trustees direct.
- G. In addition to any other remedies, the Trustees shall have the right to enforce collection by a Mechanics Liens remedy and it is understood and agreed that the fringe benefits are wages for that purpose and that the Trustees shall have the right to enforce the mechanics Liens on behalf of the plan participants.
- H. The Trustees or their authorized representatives, including Certified Public Accountants, may examine the actual payroll books and records of each Employer, to ascertain whether or not the Employer is correctly and accurately reporting. In the event that the Trustees cause an audit (other than the annual audit) of an Employer to be specifically conducted and if, after audit, it is determined that the Employer has failed to make necessary payments, the actual cost of the audit shall be paid by the delinquent Employer so audited. Further, in the event that the Trustees allow an Employer, at said Employer's request, to select an independent Certified Public Accountant to conduct a portion of the audit, that Certified Public Accountant shall be paid by the aforesaid Employer.
- I. The Trustees shall establish rules to determine when an Employer becomes delinquent. Employers who become delinquent will be notified of their delinquency by the administrator and Local Union within 72 hours after the

delinquency occurs. At this time the Local Union may close the shop or job to force collection and take such other legal action as may be deemed necessary. The delinquent Employer may be put on a weekly collection basis if he is allowed to continue employment of Local 7 Zone 1 members.

#### **ADDENDUM 14 EMPLOYEE REFERRAL SYSTEM**

The Employer desires to have a readily available source of qualified sheet metal mechanics, and recognizes that the Union can furnish competent employees to meet the Employer's requirements. Therefore, it is agreed as follows:

- A. Requests by the Employer to furnish qualified journeymen shall be made to the Union, either verbally or in writing. The Employer shall be the sole judge of the number of journeymen required, and the Employer has the right to refuse referred journeymen at his discretion. The Employer agrees not to discriminate against an applicant referred by the Union. The Employer shall have the right to hire independently from any available source, but must notify the Union within 48 hours after employment commences, of the name, address, and social security number of any such employee hired.
- B. The Five Cities Association, upon notification by the Union of violations of this referral system, take necessary action to penalize the violating Contractor by starting with written warning to the Employer (copy to the Union) of his violation and upon the second violation, the assessment of fifty dollars (\$50.00) will be levied for each violation thereafter. In any case, the Employer will have the right to appeal the penalty to the Local Management Committee.
- C. Upon request of an Employer for journeymen, the Union shall immediately refer competent and qualified registrants to that Employer, in sufficient numbers requested by the Employer, in the manner and under the conditions specified in this Agreement, from separate appropriate out-of-work lists, on a first-in, first-out basis, that is, the first man registered shall be the first man referred, provided he is qualified to do the work.
- D. Each journeyman sheet metal worker shall register with the Union when his employment has been terminated. An applicant shall be require to re-register every thirty (30) days for reassignment. When employment is terminated, a severance notice provided by the Union, shall be completed in triplicate, one copy shall accompany the employee's final paycheck, one copy shall be remitted to the Union office within five (5) days after termination, and one copy is to be retained by the Employer. However, the Employer will notify the Union two hours prior to lay-off.
- E. It will be the responsibility of each new employee, or rehire, to report immediately to the shop or job steward and present his current Union dues



receipt. In the absence of a steward, the employee will report and present his receipt to the foreman.

If the new employee or rehire has not obtained a referral slip from the Union, it will be the responsibility of the foreman to check with management to ensure that Paragraph H below has been complied with.

- F. On rehires, the Employer has the right to recall employees within forty-five (45) days of discharge; starting with the forty-sixth (46th) day, the Employer must call the Union office for new hires.
- G. If the Employer is unable to obtain journeymen through procedures as stated in this Agreement, the Employer has the right to hire journeymen at his discretion.
- H. In all cases, it shall be the responsibility of the Employer to notify the Union of rehires and new hires.
- I. Each Union member will fill out a work qualification card to be maintained on file at the Union office.
- J. The Union and the Employer agree that the referral of employees shall be on the following basis:

Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, nor in any way affected by, Union membership, by-laws, rules and regulations, constitutional provisions, or in any other aspect or obligations of Union membership.

- K. The Union and the Employer shall post in places where notices of all Employees and applicants for employment are customarily posted, all provisions relating to this hiring procedure.
- L. Each applicant for membership in the Union shall sign an agreement to comply with the provisions of this Labor Agreement, the Constitution of the International Association of Sheet Metal, Air, Rail and Transportation Workers', and Union's by-laws.
- M. It is further agreed by the Union and The Five Cities Association that any fines levied for violations of the above referral system, shall be paid to the Local Union No. 7-SM, Zone 1 (Lansing) Joint Journeyman and Apprentice Training Committee.

**ADDENDUM 15**  
**UNEMPLOYMENT COMPENSATION**

Each Employer bound by the terms of this Agreement and Addenda thereto, shall be subject to the provisions of the Michigan Employment Security Act, regardless of the number of employees on his payroll.

**ADDENDUM 16**  
**WORKING CONDITIONS, TOOL LIST AND FAVORED NATIONS**

- A. The Union and the Employers agree to cooperate in all matters for the betterment of the Industry, realizing that the best working conditions depend upon a prosperous industry.
- B. Unsatisfactory workmanship, absenteeism, neglect in the care and treatment of the Employer's property, tools and equipment shall be sufficient cause for dismissal by the Employer. The Union and the Association will be advised of such dismissal and cause.
- C. It is agreed that no Contractor or Employer will be permitted to do the work of a journeyman, nor will any journeyman over whom the Local has control be permitted to contract, subcontract or do piecework or moonlighting of any kind.
- D. The Union will not extend or permit in any Company or Association within the jurisdiction of Local Union No. 7-SM, Zone 1 (Lansing) any base rates, fringe benefit cost or working conditions more favorable to an Employer than those contained in this Agreement, unless same be granted to members of The Five Cities Association upon their request. The Union will report to the Association Secretary any present or new conditions or rates or fringes differing from those expressed in this Agreement. The term "base rates, fringe benefit costs and working conditions" shall include any other incentive. All such offers shall be in writing and available from the Union or the Association Secretary upon request by an Employer.
- E.
  - 1. Employee shall be allowed to transport in his personal vehicle tools assigned to him by his Employer such as: electric drill motor, electric grinder, electric saw, extension cords, and any other tool that will fit into an 18" x 12" x 6" tray.
  - 2. Any employee may refuse, as a condition of employment, to transport such items belonging to an Employer, in his personal vehicle, and he shall not be subject to any disciplinary action, retaliation or be discharged for such refusal.

3. If a charge is made that an Employer has taken retaliatory action against an employee for refusing to transport such items, the charge shall be referred to the Local Joint Adjustment Board to consider the merits of said charge.
  4. If the Local Joint Adjustment Board finds that the charge is substantiated, the Board shall have the right to instruct all employees of that Employer covered by this Agreement to refuse to transport any tools or materials except for personal effects in their personal vehicles.
- F. The Employer agrees to provide two (2) paid fifteen (15) minute breaks per day at the work area. After ten (10) hours, add another ten (10) minute break. After twelve (12) hours, add a thirty (30) minute un-paid dinner break, thereafter a paid ten (10) minute break will be provided for every additional two (2) hours.
- G. The Employer further agrees that on all jobs exceeding thirty (30) working days and requiring a minimum of five (5) men, a heated enclosed area will be provided for the use of his employees.
- H. The following listed tools shall be a minimum requirement of all journeymen sheet metal workers and registered apprentices:
1. Riveting or Setting Hammer
  2. Aviation Snips: 1 R.H. and 1 L.H.
  3. Straight Snips: i.e., Weiss 17 or 18
  4. Crescent Wrenches: 1-6 in. and 1-10 in.
  5. Screw Drivers: various sizes
  6. Scratch Awl
  7. Center Punch
  8. Drift Pin
  9. Pliers: Side Cutting
  10. Lever Punch: Whitney #5 Jr.
  11. Tri-Square
  12. Tape or Folding Rule
  13. Hand Seamers
- I. Visitation - The duly authorized Union representative shall be permitted to visit the shop or job during the work hours to interview the Employer or the employees. The Union representative shall notify the Employer and/or customer before entering the plant or job area.

**ADDENDUM 17**  
**PREAPPRENTICE CLASSIFICATION**

- A. All new preapprentices are to be tested and tests are to be given as deemed necessary by the Joint Apprenticeship and Training Committee.
- B. There shall be no time limit on the status of the new preapprentice after he/she has passed the entry test.
- C. The wages for preapprentices shall be as follows:
  - 1. Entry – forty percent (40%) of the base journeyman pay
  - 2. After six (6) months of employment – forty-five percent (45%) of the base journeyman pay
  - 3. When apprenticeship test is passed – fifty percent (50%) of the base journeyman pay
  - 4. The health and welfare shall be seventy-four percent (74%) of the health and welfare package
  - 5. After 90 days pension contribution at five percent (5%).
  - 6. Industry Fund at one hundred percent (100%)
  - 7. ITI/SMOHIT/NEMI – after 90 days at one hundred percent (100%)
- D. The ratio shall be as follows:

One (1) preapprentice after one (1) apprentice.  
2nd preapprentice after two (2) apprentices.  
3rd preapprentice after four (4) apprentices.  
4th preapprentice after seven (7) apprentices.  
5th preapprentice after nine (9) apprentices.  
6th preapprentice after eleven (11) apprentices.  
After that, there is a three (3) to one (1) ratio.

- E. Each new apprentice applicant who passes the preapprentice entry test must pass an appropriate drug-alcohol screen to be conducted by the designated laboratory. An applicant will fail the drug/alcohol screen if he/she has an alcohol concentration of 0.02 or greater, or if the screen is positive for the presence of prohibited drugs (the lab will test for those drugs, and in the “cut-off” amounts, set forth in the FHWA’s DOT drug testing regulations; all initial positive drug test results will be subject to confirmatory testing). When directed, the applicant must immediately proceed to the designated laboratory. Although the Local Industry Fund will pay for the cost of the drug/alcohol screen, the designated laboratory is solely responsible for collecting and testing the sample. An applicant who refuses/fails to be tested when so directed will be considered to have tested “positive.”

An applicant who tests positive may or may not be discharged at the Employer’s sole discretion. If retained by the Employer, and with the

Employer's approval, the apprentice applicant can submit to another drug/alcohol screen after sixty (60) calendar days have passed since his/her last positive screen. In the interim the apprentice applicant can seek rehabilitation assistance/ all costs not covered by insurance to be borne by the apprentice applicant.

Test results will be known only to management personnel on a need to know basis. Test results will be securely maintained in a file separate from an apprentice applicant's personnel file.

### **ADDENDUM 18 SAFETY AND TRAINING**

- A. The Union and management shall jointly administer a safety training program for every member of Local Union No. 7-SM, Zone 1. This training would cover mandated training by OSHA and MIOSHA, i.e., First Aid, C.P.R., Hazardous Materials, Asbestos Awareness, etc. The Joint Apprenticeship and Training Committee shall be responsible for all funding and supervision of this program.

They shall work in coordination with the SMACNA office for record keeping. A 60 day notification shall be supplied jointly to the Union and Employers regarding the certification of employees.

If a member fails to maintain his/her certification, the member will have to cover the cost of recertification unless waived by the J.A.T.C.

A fifty dollar (\$50.00) incentive will be paid to each journeyman after completion of all four training courses from the Industry Fund, forms to be supplied by the Association office.

- B. 1. The Employer shall make reasonable provisions for the safety and health of his employees during the hours of their employment, both in the shop and on the job site.
2. The Employer further agrees to comply with the Employer responsibility provisions (Rule 17) of Part 6 (Personal Protective Equipment) of the Michigan Construction Safety Commission Standards.

### **ADDENDUM 19 DRUG AND ALCOHOL PROGRAM**

The Union recognizes that customers of the signatory sheet metal contractors require a drug free work place on the property of the customer. If the member wants to work on the job site, he/she may voluntarily submit to the company drug

testing policy. These drug testing policies will be monitored at the Joint Labor/Management meetings.

Drinking alcoholic beverages or a mis-demeanor of any kind on the part of an employee in the course of his employment shall be sufficient cause for the immediate discharge by the Employer for whom such employee is working.

**ADDENDUM 20  
LABOR/MANAGEMENT MEETINGS**

A Joint Labor/Management Committee will be established which will consist of an equal number of representatives of the Union and of The Five Cities Association. This committee will schedule meetings on a quarterly basis for the purpose of solving problems in a timely manner. The reasonable expense of these meetings will be borne by The Five Cities Association Industry Fund.

**ADDENDUM 21  
INTEGRITY CLAUSE**

A. A “non-complying Employer,” for purposes of this Agreement, is an Employer that itself, or through a person or persons, subject to an owner’s control, has ownership interests (other than noncontrolling interests in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of Article I hereinabove, using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or, if such business entity is located or operated in another area, inferior to those prescribed in the agreement of the sister local Union affiliated with Sheet Metal Workers’ International Association, AFL-CIO in that area.

An Employer is also a “non-complying Employer” when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof, through a parent-subsidiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of Article I hereinabove using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or if such other business entity is located or operating in another area inferior to those prescribed in the agreement of the sister local Union affiliated with International Association of Sheet Metal, Air, Rail and Transportation Workers, AFL-CIO in that area.

B. An Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “non-complying Employer” as such term is defined in Paragraph A hereinabove and further, agrees to advise the Union promptly if at any time during the life of this Agreement, said Employer changes its mode of

operation and becomes a “non-complying Employer.” Failure to give timely notice of being or becoming a “non-complying Employer” shall be viewed as fraudulent conduct on the part of such Employer.

- C. Whenever the Union becomes aware that an Employer has been or is a “non-complying Employer,” it shall be entitled, notwithstanding by any other provision of this Agreement, to demand that the Agreement between it and such “non-complying Employer” be rescinded. A claim for rescission shall be processed by the Union as a contract grievance in accordance with, and within the time limits prescribed under, the provisions of Article X of this Agreement.

#### **ADDENDUM 22 DUES CHECKOFF LANGUAGE**

- A. The Employer agrees to honor upon presentation by the Union, all assignments for uniform membership dues and uniform assessments which have been properly signed by an employee, to deduct the amount stated thereon from the wages earned by that employee and to pay the amount deducted to the Local Union or the Funds Administrator; provided, however, that this Addendum shall apply to only those assignments which are not irrevocable for more than one (1) year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is the lesser and which provides that the employee may revoke said assignments by giving written notice thereof to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date.
- B. The Union agrees to indemnify and hold Employers harmless from any legal claims by employees based upon, or arising from, the provisions or requirements of this Article.

#### **ADDENDUM 23 RESIDENTIAL/LIGHT COMMERCIAL**

A separate published Residential/Light Commercial Addendum is available to signatories to this Agreement.

**ADDENDUM 24**  
**CONTRACT BOOKLETS**

With prior agreement on an upper limit, printing of the new contracts is to be paid for by the Local Industry Fund and be the responsibility of the Local for printing.

**ADDENDUM 25**  
**STEWARD**

1. The Business Representative shall appoint a steward at each job site or shop. The Employer shall not prohibit representatives of Local Union No. 7-SM, Zone 1 (Lansing) of the International Association of Sheet Metal, Air, Rail and Transportation Workers from access to any shop or job site, at any reasonable time with proper notification.

2. The steward shall have the right, without loss of pay or benefits to take reasonable necessary time off the job for the purpose of investigating grievances and presenting them to the Employer. The Employer shall grant time off for this purpose.

3. (a) At the job site or shop the steward shall be the last one laid off, excluding the foreman, providing he is capable of doing the work.

(b) In the event of overtime work, providing the work requires three or more men, the first man on overtime work will be the steward, providing he is capable of doing the work involved.

(c) If the Employer exercises his right to move his steward from one job to another job or shop, the Employer shall notify the Union in time for the Union to replace said steward.

4. In the event there is a problem with this section, an immediate conference shall be held between the Business Representative, the steward and the Employer to resolve it. If not resolved, go to Article X.

5. In the event there becomes a problem with a designated steward, the Employer may take it up with the Business Representative. If there is just cause, the Business Representative will replace said steward.

6. In the event the steward is unable temporarily to perform his duties, the Business Representative shall appoint a replacement.



## **ADDENDUM 26 EMPLOYER RIGHTS**

The Employer shall retain all rights, powers and authority he had prior to entering into this Agreement, including the sole right to manage his business and direct his work force; man and de-man jobs; to determine the number of men to be employed, when they will be employed and judge the satisfactory performance or work by a workman; to select and utilize any type of safety equipment on or off the job site; to maintain order and efficiency on the job site including the right to hire, assign, transfer and direct his workmen and determine their qualifications; to select and appoint supervision; to determine whether or not a foreman will be a working or non-working foreman; and to determine the starting and quitting time and number of hours to be worked. The exercise of the foregoing powers and rights shall be limited only by the express and specific terms of this Agreement. No employee shall be fired without just cause consistent with past practices with Local Union No. 7,-SM Zone 1. (*Article II, Section 1*)

## **ADDENDUM 27 FABRICATION OUTSIDE LOCAL 7-ZONE 1**

Any contractor whose principal office is not located within the jurisdiction of Local 7, Zone 1 and providing material or ductwork fabricated outside of Zone 1 and delivered to a job site within the jurisdiction of Local 7, Zone 1, the shipment shall be accompanied by a voucher on a form provided by the Local Union which shall be provided to the union representative on the job and shall contain the following information:

- a) A list of each separate item contained in the shipment;
- b) With respect to each item a certified payroll or sworn statement attesting to the number of hours expended in its manufacture or assembly or fabrication and
- c) The sites where the material or equipment was manufactured assembled or fabricated.

The records which support the certified payroll or sworn statement will be retained and available for inspection by a representative of SMART Local 7, Zone 1 or audit upon request. It is further agreed that an appropriate Union Label would be affixed to each item listed on said voucher.

## **ADDENDUM 28 JURISDICTIONAL COUNTY BOUNDARIES**

Van Buren County: 70<sup>th</sup> Street is the jurisdiction line. Everything west of 70<sup>th</sup> street from the corner of Berrien County straight north to Allegan County line would be Local 20's jurisdiction. It was also agreed by both managers that between 54<sup>th</sup> Street and 70<sup>th</sup> Street would be a common zone for contractors in the immediate area.

**ADDENDUM 29**  
**RESOLUTION 78**

In order to assist employers having Collective Bargaining Agreements with SMART Local Union 7 to capture work that would be obtained by non-union contractors because of the differential in wage rates and fringes between the competing contractors, this Local Union will establish the following procedures which are to be applicable solely and exclusively in those instances wherein one or more of our contractors is bidding a job against one or more nonunion contractors.

**A.** Prior to bidding, the employer must notify the Business Manager or the Business Representative of SMART Local Union 7 Zone 1 of the amount of relief that is required in order to obtain or capture work in question. Relief must only be given in true non-union bidding situations.

**B.** Use of these procedures shall be the sole responsibility of the contractors both in applying for relief and providing proper information. The union shall have no duty other than to process applications in accordance herewith.

**C.** No aspect of this plan of any nature whatsoever shall be subject to any arbitration process in the Collective Bargaining Agreement or otherwise. The Union shall have no obligation to anyone to recognize any complaint against these procedures and has no obligations except what it undertakes.

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

**THE FIVE CITIES ASSOCIATION OF MICHIGAN**

David Herder (Chairman), Brett Walters,  
Nick Zygaldó, Paul Birchfield, Dan Vanmiddlesworth

**LOCAL UNION NO. 7-SM, ZONE 1 (LANSING) OF THE  
INTERNATIONAL ASSOCIATION OF SHEET METAL,  
AIR, RAIL AND TRANSPORTATION WORKERS**

Samual Fuller (Chairman), Eric Farrington, James Callahan,  
Nicholas Bradley, Stephen Casterline

FOR THE FIVE CITIES ASSOCIATION, INC.:

*David P. Herder*

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FOR SMART LOCAL UNION NO. 7-SM, ZONE 1:

*Samuel Fuller*

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**SIGNATURE OF CONTRACTOR**

Company: (Please print) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company ID#: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Owner or Principal: (please print): \_\_\_\_\_

Signature of Owner or Principal: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Union Officer: \_\_\_\_\_

**JOURNEYMAN WAGE RATE**

	<b><u>05/01/2021</u></b>	<b><u>05/01/2022</u></b>	
Base Wage	\$36.75	\$1.60 wage	
<b>W.A./Per Capita Deduct</b>	<b>(1.31)</b>	increase	<i>Disbursements to be determined</i>
<b>Miscellaneous (deduct)</b>	<b>(0.93)</b>		
Health & Welfare	8.19	<b><u>05/01/2023</u></b>	
Local Pension	10.66	\$1.50 wage	
N.P.F.	0.60	increase	
I.T.I./SMOHIT/NEMI***	0.17		
Apprentice Training	<u>0.50</u>	<b><u>2024 &amp; 2025</u></b>	
<b>TOTAL PACKAGE</b>	<b>\$56.87</b>	wage reopener	
Industry Funds (National & Local)	<u>0.30</u>		
<b>TOTAL</b>	<b>\$57.17</b>		

\*\*Payroll deduction as indicated on Employee Referral Slip and agreed to by the individual employee's signature. Deduction may include any or all of the following items:

- Journeymen: \$2% – work assessment
- 0.17 – per capita
- 0.85 – youth to youth
- 0.04 - M.S.B.T.
- 0.04 - PAL

W.A./Per Capita deduction are to be on all hours worked. Youth to Youth and M.S.B.T. are based on the first 40 hours worked up to a maximum of 40 hours per week.

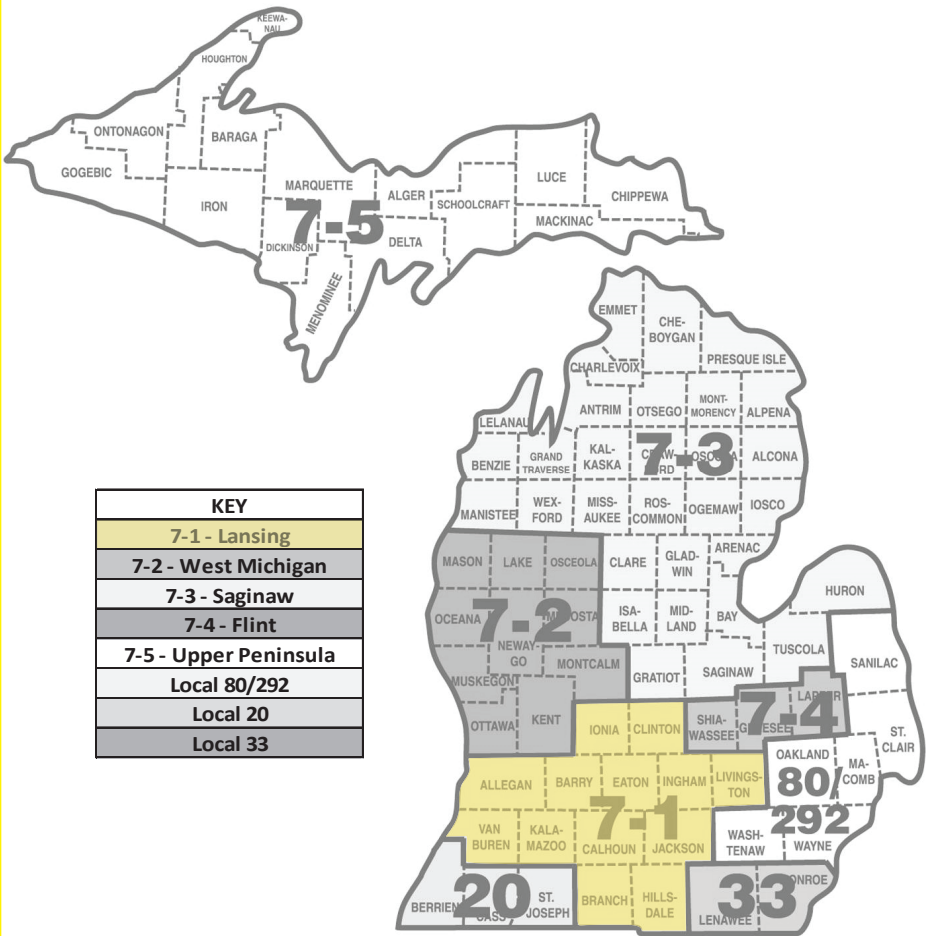
\*\*\*\$0.17 is distributed as follows: \$0.12 to ITI; \$0.02 to SMOHIT; \$0.03 to NEMI.

# NOTES

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# MICHIGAN ZONE MAP



KEY
7-1 - Lansing
7-2 - West Michigan
7-3 - Saginaw
7-4 - Flint
7-5 - Upper Peninsula
Local 80/292
Local 20
Local 33