



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

SHEET METAL AGREEMENT

BETWEEN

**INTERNATIONAL ASSOCIATION OF
SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS LOCAL
UNION NO. 18 SM - MADISON AREA**

AND

**MADISON AREA MECHANICAL &
SHEET METAL
CONTRACTORS ASSOCIATION**

EFFECTIVE

MAY 29, 2022 THROUGH JUNE 1, 2025

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STANDARD FORM OF UNION AGREEMENT
SHEET METAL AGREEMENT

Preamble

THIS AGREEMENT, effective the twenty-ninth day of May, 2022, by and between the Sheet Metal Workers' Local Union #18 SM of Wisconsin, an affiliate of the International Association of Sheet Metal, Air, Rail and Transportation Workers' (SMART) and the Madison Area Mechanical and Sheet Metal Contractors Association, Inc. (MSC), on behalf of its members who employ worker under the terms and conditions contained herein, and have signed a Letter of Assent to be bound by the Agreement, including addenda hereto for its duration as set forth below. This Agreement shall also apply to other individual contractors who employ worker under the terms of this Agreement and by virtue of signing a similar Letter of Assent, authorize the Madison Area Mechanical and Sheet Metal Contractors Association, Inc., as their collective bargaining agent for all matters contained herein or affecting this Agreement including all amendments, addenda or revisions adopted pursuant thereto. The term "Union" as used hereinafter, shall mean International Association of Sheet Metal, Air, Rail and Transportation Workers' (SMART) Local Union #18 SM. The term "Association" as used hereinafter, shall mean the Madison Area Mechanical And Sheet Metal Contractors Association, Inc. The term "Employer" as used hereinafter, shall refer to all contracting firms, individually or collectively, where the context so requires.

All provisions of this Agreement shall apply to work done within DANE, SAUK, AND COLUMBIA Counties in the State of Wisconsin, and such other areas that should be assigned by the International Association of Sheet Metal, Air, Rail and Transportation Workers'.

The Employers and Union agree that there will be no strikes, lockouts, picketing, slowdowns, or other complete or partial cessation of work, secondary boycotts or disturbances, economic or otherwise during the term of this Agreement.

In the event of any work stoppage or other agreed upon prohibited activities as referenced above, the Employer, through the Association, shall notify the Union. Within twenty-four (24) hours of such notification, the Business Manager of the Union shall attempt to resolve the issue and insure termination of the prohibited activity. Should the issue not be resolved in twenty-four (24) hours, it shall be brought to the attention of the Local Joint Adjustment Board for resolve or forwarded in accordance with Article X of this Agreement. The Union shall not be held responsible for actions of individuals or groups of individuals, however, these individuals or groups of individuals shall be subject to discharge should the prohibited activities continue beyond the twenty-four (24) hours.

It shall not be a violation of this Agreement, and it shall not be a cause for discharge of any employee covered by this Agreement, who refuses to go through a lawful primary picket line.

ARTICLE 1

Sec. 1.1 This Agreement covers the rates of pay, and conditions of employment of all employees of the Employer engaged in, but not limited to, the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration,

repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air handling systems regardless of material used, including the setting of all equipment 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 used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing and (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers'.

ARTICLE 2

Sec. 2.1 No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site, to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

Sec. 2.2 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 the provisions of this Agreement.

ARTICLE 3

Sec. 3.1 The Employer agrees that none but journeyworker, apprentice, preapprentice, and metal tradesworker, sheet metal workers shall be employed on any work described in Article 1. And further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employers' letterhead for certain specified items of work to be performed at a job site prior to commencement of work at the site. A 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.

Sec. 3.2 The Employer agrees to fill out Federal and State Wage determination forms which may be sent to them from time to time.

ARTICLE 4

Sec. 4.1 The Union agrees to furnish upon request by the Employer, duly qualified journeyworker, apprentice, preapprentice and metal tradesman 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 the Agreement.

Sec. 4.2 There shall be no priority given with reference to opportunities for employment to any person, nor shall there be any discrimination because of race, color, religion, national origin,

sex, age, creed, handicap, marital status, ancestry, sexual orientation, arrest record, conviction record or membership in the military forces of the United States or this state.

Sec. 4.3 The parties agree to abide by the Joint Labor-Management Substance Abuse Program (SATAP) and shall receive a copy of the "Joint Labor-Management Substance Abuse Testing & Assistance Program" policy book. The Program will be funded by a Contractor contribution of \$0.02 per hour. In situations where an Employer is required to agree to a testing program in order to qualify as a bidder on a project, the Union will agree to abide by the Owner's drug testing requirements.

Sec. 4.4 An Employer will not lend members of Local #18 from one shop to another without the approval of the Union's Business Representative.

ARTICLE 5

Sec. 5.1 The Employer agrees to require membership in the Union as a condition of continued employment of all employees performing any of the work specified in Article 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable ground for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Sec. 5.2 If during the term of this Agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such a manner as to reduce the time within which an employee may be required to acquire Union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

Sec. 5.3 Upon receipt of written notice from the Union that an employee has not acquired or maintained membership in good standing therein as provided for in this section, the Company shall immediately discharge such employee, and such employee shall not be re-employed during the life of this Agreement unless, or until, he or she complies with the provisions of this Section.

Upon receipt of a signed individual authorization from any employee covered under this Agreement, the Company shall withhold from such employee's earnings payment for union dues and other union obligations under the terms and conditions specified in the individual's authorization. Deductions shall be made from the first paycheck of each month of said employee and promptly remitted to the Financial Secretary of the Union together with a list of the names of the employees to whom said monies are to be credited. Shall any employee have no earnings due to him or her on the first pay day of any month, deductions shall be made from the next succeeding pay of the employee.

Sec. 5.4 The provisions of this Article shall be deemed to be of no force and effect in any state, to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with

certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE 6

Sec. 6.1 (a) The regular work day shall consist of eight (8) hours on the job between 6:00 a.m. and 6:00 p.m., and the regular work week shall consist of five (5) consecutive eight (8) hour days labor on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at a regular hourly rate.

(b) A four (4) day work week, consisting of four (4) ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., may be scheduled Monday through Friday of each week. Four (4) ten (10) hour days can be worked Monday through Thursday or Tuesday through Friday or on non-consecutive days of a week, which include a holiday that falls on a Tuesday, Wednesday, or Thursday, or in other unusual situations as agreed to by the Employer, Employee and Union at straight-time pay. Unless prohibited by Local, State, or Federal law, all full time and part time labor performed during these hours described in Section 1(b) shall be recognized as regular working hours, and paid for at the regular hourly rate.

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

A makeup day may be scheduled on Friday (if a four (4) day week is scheduled) or Saturday (if a five (5) day week is scheduled), however, at least eight (8) hours of work must be scheduled on the makeup day. A makeup day may be scheduled only in the event a day's work has been lost due to reasons beyond the Employer's control, such as fire, power failure, strike, work stoppages, or inclement weather conditions. Employees will be paid at the basic straight time hourly wage rate for makeup days. It is recognized that makeup days can cause employees to work over forty (40) hours in a work week. Whether the regular work week be a scheduled four (4) day or five (5) day work week, when an employee's accumulated hours of work on regular work days of the scheduled work week, and the hours of work on a makeup day exceed forty (40) hours of work, then the employee shall be paid at the rate of time and one-half (1-1/2) the basic straight time hourly wage rate for all hours in excess of forty (40) hours. Except as otherwise provided pursuant to Section 8 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1-1/2) times the regular rate.

(c) An Employer may not lay off, discharge or discriminate against any employee for refusal to work on a Saturday makeup day.

Sec. 6.2 There shall be a ten (10) minute paid coffee break during the first four (4) hours of the workday, at the workstation or in the service vehicle. The employee shall furnish his or her own coffee and container. There shall be an additional paid ten (10) minute afternoon break granted if the work day exceeds ten (10) hours.

Sec. 6.3 Employees shall be at the shop or project site at a scheduled starting time each day, and shall remain until quitting time, except if an employee is instructed by the Employer to report to the shop for the purpose of picking up a truck to haul material or obtain material, or for transporting employees to and from any job, their starting time at the shop and quitting time back at the shop with the truck shall be at the regularly scheduled work hours.

Sec. 6.4 Employees whose duties require him or her to operate an Employer's vehicle, or travel for the Employer, except to and from, must have a valid Wisconsin driver's license. Employees must inform the Employer whenever he or she gets three points charged against his or her license, or a DUI or DWI citation within three working days of issuance.

Sec. 6.5 Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day and Sundays, shall be paid at two (2) times the regular hourly rate.

Sec. 6.6 On Call Language - An employee who is required to be on-call Monday through Sunday shall be paid a \$20.00/day stipend. An employee who is required to be on-call on Holidays shall be paid a \$50.00/day stipend.

Payment for actually performing work is governed by Article 8 of this collective bargaining agreement.

When an employee is on-call, he/she is required to report to work when called by the Employer.

Sec. 6.7 Stewards may be appointed by the Business Representative or selected by the employees of the individual shops (other than a supervisory employee). The Business Manager will be notified within seventy-two (72) hours of the lay-off of a steward. In the event a shop steward is to be shown disciplinary action or discharged for reasons which he/she and the Business Representative feel are unjust for duly carrying out his/her responsibilities as steward, the Local Joint Adjustment Board agrees to meet within twenty-four (24) hours upon notification from the Business Representative. To be appointed or elected steward, the worker must have one (1) year seniority in the shop.

The Union shall notify the owner in writing as to who will be the steward on a particular job or in a particular shop.

Sec. 6.8 It is agreed that all work performed outside of regular working hours during a regularly scheduled work week, and on Holidays, shall be performed only upon notification by the Employer to the Local Union in advance of scheduling such work. Preference to overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

Sec. 6.9 Shift work is defined as any scheduled work commencing after 12:00 Noon of a regularly scheduled workday that cannot be performed during regularly scheduled workday hours. In the event that a second or third shift is necessary, the premium pay shall be 115% of the regular hourly rate for the second shift and 125% of the regular hourly rate for the third shift. Shift work

shall not be considered as such unless established for a period of five or more consecutive workdays. Any conflicting interpretation of this Section shall be referred to the Local Joint Adjustment Board for decision.

ARTICLE 7

Sec. 7.1 When employed in a shop or on a job within the limits of Zone 1, 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. If reasonable accommodations for parking are not made, the Employer is responsible for the payment of reasonable parking fees.

Sec. 7.2 Zone 1 shall consist of all of the area covered by this Agreement (Dane, Sauk, and Columbia Counties), and all of the territory outside of this area within seventy-five (75) road miles of the State Capitol in Wisconsin, or seventy-five (75) road miles of the workers' home, whichever the Contractor chooses. No travel expense shall be paid when work is done within Zone 1, with the exception of when an employee using his/her own vehicle in so traveling from home to job and job to home travels beyond 75 road miles one way and the job is outside of the Dane, Columbia or Sauk County's, he/she shall receive the last announced Internal Revenue Service rate per mile for those miles beyond 75 miles. Such reimbursement is required to be submitted within two (2) weeks of the expense being incurred. Time will start at the place where the Employer has directed the employee to start work, whether it be the job or the shop.

Sec. 7.3 Zone 2 shall consist of the area outside of Zone 1, except for seventy-five (75) road miles from the employee's home. When the employee travels in a Contractor furnished vehicle to a job site within Zone 2, there shall be no travel reimbursement. Time will start and end at the outside end of Zone 1. An employee performing work outside of Zone 1 shall be reimbursed mileage for use of their privately owned vehicle at the authorized Internal Revenue Service Rate. Time will start and end at the outside end of Zone 1.

Sec. 7.4 When the job site is over seventy-five (75) road miles from the State Capitol or seventy-five (75) road miles from the employee's home, the employer will pay for lodging expenses plus \$50.00 per day, when the employee stays overnight. The necessity to stay out of town and lodging accommodations shall be under conditions that are mutually agreed upon by both the employee and employer.

ARTICLE 8

Sec. 8.1 The minimum rate of wages and fringe benefit contributions to be made to the Local Union #18 Trust Fund and Sheet Metal Workers' International Association Pension Fund for journeyworker, apprentice and preapprentice sheet metal workers covered by this Agreement when employed in the shop or on a job within the jurisdiction of the Union, as outlined in this Agreement, to perform any work specified in Article I of this Agreement shall be as follows:

(1) SHEET METAL JOURNEYWORKER PAYMENT SCHEDULE:

	\$3.03 <u>May 29, 2022</u>	\$2.75 <u>May 28, 2023</u>	\$2.75 <u>June 2, 2024</u>
Base Wage			
Hourly Taxable Rate	\$ 44.32		
Health & Welfare	\$10.90 ph		
National Pension Fund	\$ 14.05 ph		
Local Pension Fund	\$ 5.54 ph		
Local Training Fund	\$ 1.53 ph		
WRTP/Big Step	\$ 0.04 ph		
Drug Testing	\$ 0.02 ph		
International Training Inst.	\$ 0.12 ph		
National Industry Fund	\$ 0.15 ph		
Local Industry Fund	\$ 0.26 ph		
NEMI	\$ 0.03 ph		
SMOHIT	\$ 0.02 ph		
Scholarship Fund	<u>\$ 0.01 ph</u>		
TOTAL WAGE PACKAGE	\$ 76.99	\$ 79.74	\$ 82.49

Sec. 8.1(a) Effective May 28, 2023: \$2.75

Sec. 8.1(b) Effective June 2, 2024: \$2.75

Sec. 8.1 (c) The Union reserves the right to allocate additional amounts to or from the base wage and/or increases covered by this agreement to any fringe benefit funds. If recommended by the Educational Fund Trustees, and for the purposes, only, of maintaining the integrity of existing and or creating new educational programs, the hourly Educational Fund contribution rate may be increased on or about June 1 annually. The Educational Fund contribution cannot be decreased without majority agreement from the Educational Fund Trustees. If Fund contributions must be increased, such increase shall be allocated by the membership from the wage package. Also, if the Madison Union Membership votes to accept the Youth-to-Youth Program or Equality Fund, the Contract will be opened to adopt agreed to Youth-to-Youth or Equality Fund language and funding on each anniversary date.

(2) APPRENTICE SHEET METAL WORKERS PAYMENT SCHEDULE:

Graduated wage scales for apprentices shall be established and maintained on the following percentage basis of the established wage rate of sheet metal journeyworkers:

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Period	<u>50%</u>	<u>60%</u>	<u>65%</u>	<u>70%</u>	<u>80%</u>

Wage increases occur every year and 1,800 hours, whichever comes later

NOTE: Apprentice Sheet Metal Worker's will receive health and welfare benefits at the pre-apprentice level for the first 3,600 hours of their apprenticeship. After their first 3,600 hours or their first two years, whichever comes later, the apprentice will begin receiving full health and welfare benefits for the remainder of their apprenticeship. In addition, all apprentices shall receive, National Pension Fund (% of wage period), Local Pension Fund (% of wage period), Local Training Fund, WRTP/Big Step, substance abuse testing program, Scholarship Fund, National Industry Fund, Local Industry Fund, International Training Institute, NEMI, and Sheet Metal Occupational Health Institute Trust (SMOHIT) contributions throughout their apprenticeship. Day school will only be paid for the first 544 hours.

These above wage advancements will not take effect until the apprentice has the required documentation entered into their corresponding work report and submitted in the Total Track system.

For actual contribution rates refer to the wage data sheets.

PREAPPRENTICE SHEET METAL WORKERS PAYMENT SCHEDULE:

As of May 29, 2022	
Period	<u>40%</u>
Taxable Wage*	\$17.73
Health & Welfare	\$5.90
WRTP/Big Step	\$0.04
Drug Testing	\$0.02
International Training Inst.	\$0.12
NEMI	\$0.03
SMOHIT	<u>\$0.02</u>
Total Pay Package	\$23.86

Preapprentices shall receive 40% of the established base wage for sheet metal journeyworkers, plus the established contribution rate for health and welfare, substance abuse testing program, WRTP/Big Step, International Training Institute, NEMI and SMOHIT.

(4) METAL TRADESWORKER PAYMENT SCHEDULE:

Metal tradesworkers shall receive between sixty percent (60%) and seventy-five percent (75%) of the basic hourly wage rate of the sheet metal journeyworker, plus the established contribution rate for full health and welfare coverage, local pension contribution shall be at 50% of the journeyworker contribution and will participate with contributions to the Local Training Fund, substance abuse testing program, WRTP/Big Step, International Training Institute, NEMI and SMOHIT.

Period	As of May 29, 2022	
	MINIMUM 60%	MAXIMUM 75%
Taxable Wage	\$26.59	\$33.24
Health & Welfare	\$10.90	\$10.90
Local Pension	\$2.77	\$2.77
Total Pay Package	\$40.26	\$46.91
Local Training Fund	\$ 1.53	\$ 1.53
WRTP/Big Step	\$ 0.04	\$ 0.04
Drug Testing	\$ 0.02	\$ 0.02
International Training Inst.	\$ 0.12	\$ 0.12
Local Industry Fund	\$ 0.26	\$ 0.26
NEMI	\$ 0.03	\$ 0.03
SMOHIT	\$ 0.02	\$ 0.02
Total Hourly Cost	\$42.28	\$48.93

Sec. 8.2 FOREMAN - On each and every construction job where there are four (4) or more journeyworkers and/or apprentice, preapprentice or metal tradesworkers sheet metal workers employed, there shall be a foreman who shall direct and supervise the work. No one person shall at any time serve as foreman on more than one job site where work is in progress with four (4) or more sheet metal workers. Any such foreman shall be paid 10% more per hour than the journeyworker base wage rate as set forth in this Article.

GENERAL FOREMAN - Where twelve (12) or more journeyworkers and/or apprentice, preapprentice and/or metal tradesworker sheet metal workers are employed, there shall be a General Foreman. Any such General Foreman shall be paid 15% more per hour than the journeyworker hourly base wage rate. The General Foreman category applies to outside construction only.

Sec. 8.3 FRINGE BENEFIT FUNDS RE-OPENER If, during the term of this Agreement, the Union or Employers covered by Collective Bargaining Agreements with Sheet Metal Workers' Local # 18, investigate the possibility of merging Fringe Benefit Funds for the consolidation of said Funds for the purpose of maintaining benefit levels, improving benefit levels, at no cost increase to the Employer, the parties agree to re-open this Contract and re-negotiate those Articles pertaining to said Fringe Benefits Funds. It is understood and agreed that the Employer group represented by MSC, Inc., will have equal vote and representation.

Sec. 8.4 FRINGE BENEFIT TRUST FUNDS During the term of this Agreement, each employer covered by this Agreement shall pay the sum per hour for each hour worked by all employees covered by this Agreement, as specified under this Agreement, to:

- 1) The Wisconsin Sheet Metal Health and Benefit Fund
- 2) The National Pension Fund
- 3) The Madison Area Sheet Metal Workers' Educational Trust
- 4) The International Training Institute (ITI)
- 5) National Energy Management Institute (NEMI)
- 6) National Industry Fund
- 7) Sheet Metal Occupational Health Institute Trust (SMOHIT)
- 8) Local Pension Fund
- 9) International Scholarship Fund
- 10) Local Industry Fund
- 11) WRTP/Big Step
- 12) Drug Testing

All Payments shall be made no later than the 20th day of each month following the month for which payment is being made.

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

(b) LIQUIDATED DAMAGES The Trustees are hereby authorized to establish a schedule of liquidated damages to be assessed against, and to be paid by, any employer who fails to make timely payments to the Trustee of the Trust Funds referred to in accordance with this Section.

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

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

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

(d) RETIREE'S COVERAGE SUBJECT TO MODIFICATION OR TERMINATION

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

Sec. 8.5 Each Employer, during the term of this Agreement, shall pay to a designated depository for the Wisconsin Sheet Metal Health and Benefit Fund, an amount per hour as stated in Section 8.1 for Health and Welfare; for each Sheet Metal employee performing work within the jurisdiction of this Agreement. All aforementioned contributions shall be applicable with respect to all overtime work as specified in Article 6. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Funds, or for the purposes of collection and transmittal, through Sheet Metal Workers Fringe Benefit Fund, 2201 Springdale Road, Waukesha, WI 53186.

Sec. 8.6 The Employer agrees to make contributions to the Sheet Metal Workers National Pension Fund as follows:

(a) Each Employer, during the term of this Agreement, shall submit monthly contributions to the National Pension Fund in the amount as stated in Article 8.1 for each hour or part of an hour an employee covered by this agreement receives wages. Contributions are required for every hour, or part of an hour an employee is due wages, regardless of whether such wages are due the employee for vacation, sickness, or otherwise in accordance with this Collective Bargaining Agreement.

(b) Monthly contributions due the National Pension Fund shall be reported on remittance reports approved by the Fund. The completed remittance reports and accompanying monthly contributions are due by the twentieth (20th) of the month following the month in which covered employees were employed. Failure to submit payments and reports by the 20th shall constitute a delinquency and subject the Employer to such sanctions and legal action as the Trustees deem appropriate, notwithstanding any other provision of this Agreement. The Employer agrees that the Trustees shall have the right to audit the wage, payroll, personnel, and project records of each Employer for the purpose of determining the accuracy of contributions to the Fund.

(c) The Employer specifically acknowledges that it is bound to all the terms and conditions of the Agreement and Declaration of Trust of the National Pension Fund as presently constituted or as hereafter amended. Said Agreement and Declaration of Trust as presently constituted or hereafter

amended is incorporated by reference in its entirety into this Collective Bargaining Agreement. Contribution amounts will not be lowered unless agreed to by both Management and Labor.

Sec. 8.7 Contributions made to the designated depository for the specified fund shall be due and payable each month on or before the 20th day of the following month, and shall cover hours worked by each employee through the last payroll period of the preceding month. The contributions shall be accompanied by a common reporting form accepted by the Board of Trustees of the aforementioned Trusts. The reporting forms shall contain the following information: Name, address and telephone number of Employer, and the name, social security number, wage rate per hour, total wages, actual hours worked, premium hours, total pay hours, deduction for welfare, taxable wage and total deductions for each and every employee working within the jurisdiction as outlined in this Agreement, whether or not a contribution to the Madison Area Sheet Metal Workers' Trusts for such employee is required because of a reciprocity agreement between Local Union # 18 and another Local Union. Such monthly reports shall be filed regardless of whether the Contractor has employed any employees in the month covered by the report.

Sec. 8.8 Each Employer must post an individual bond with the depository or make a monetary deposit equal to one and one-half (1 1/2) times their highest contribution as required by the Board of Trustees. The Employer agrees to furnish evidence satisfactory to the Union that they have the bond required by this Section. This bond is to run during the term of this Contract and shall continue in effect for any extension, continuance or renewal thereof from year to year thereafter. (Please refer to Addendum III)

Sec. 8.9 The Union shall furnish copies of the above referenced bonds to the Association Office for each and every Employer performing work in the jurisdiction of this Agreement.

Sec. 8.10 Any Employer who fails to report or make contributions to the designated depository of the forgoing Funds before the 20th day of the month for which it is due, shall be considered delinquent and, therefore, obligated and liable and subject to the following:

(a) In the event an Employer becomes delinquent in the payment of the sums required to be paid to the several Trust Funds as provided in this Agreement, the Employer shall become obligated for all claims that may arise during the period of delinquency. In addition, in the event the Trustees of any of the several Trust Funds have not established a schedule of liquidated damages to be paid in the event of delinquency in making required payments, then an Employer who has become delinquent in making payments shall become liable for the payment of one hundred twenty percent (120%) of the payments which are overdue and thus delinquent and further, shall become liable for the payment of interest in the amount of 1-1/2% per month on the unpaid delinquent balance. If a Contractor remains delinquent for a period of fifteen (15) days after notice by the Trustees of delinquency, it shall not be a violation of this Agreement for the Union to refuse to supply employees and applicants to, and to prohibit employees covered by this Agreement from working for, any such delinquent Employer.

(b) In the event legal or administrative action becomes necessary to recover the sums due the several Trust Funds, the delinquent Employer shall be required to pay all court costs, service fees, court reporter fees and actual attorney's fees.

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

Sec. 8.11(a) On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeyworker sheet metal workers and/or apprentices, preapprentices and metal tradesworkers within the jurisdiction as outlined in this Agreement, or elsewhere, for erection and/or installation within the jurisdiction of any other Local Union affiliated with SMART, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the job site Union shall be paid to the journeyworker, apprentices, preapprentices and metal tradesworkers employed on such work in the home shop or sent to the job site.

Sec. 8.11(b) As an agreement was reached on shop fabrication differentials on a national level, Employers shall be entitled to those provisions, which exempts the manufacture of spiral pipe and fittings from the wage differential requirements.

Sec. 8.12 The provisions of Section 8.11 of this Article, Section 2 of Article 2 and Section 1 of Article 3, shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Radiator and air conditioning unit enclosures
4. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
5. Automatic and fire dampers
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

Sec. 8.13 Union Label During compliance with all the provisions of this Agreement, the Company shall display the appropriate Union Label of SMART on all items produced for sale to the trade exclusively under the terms of this Agreement. The Company agrees that all Union Labels shall be the property of the Union and said permission to display the union label may be revoked by the Union for causes the Union deems adequate.

Sec. 8.14 The provisions of Section 8.11 of this Article shall not be applicable to AIR POLLUTION CONTROL SYSTEMS fabricated for the purpose of removing air pollutants, air conditioning, heating and ventilating systems. In addition, the provisions of Section 8.11 of this Article will not be applicable to the manufacture of spiral pipe and fittings.

Sec. 8.15 Except as provided in Section 8.11 and Section 8.16 of this Article, the Employer agrees that sheet metal journeyworkers hired outside of the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the Local Agreement covering the territory in which such work is performed or supervised.

Sec. 8.16 When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by SMART #18 and within the area covered by another Agreement with another union affiliated with SMART, and qualified sheet metal workers are available in such area, they 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 come from the area in which the work is to be performed. Journeyworker, apprentice, preapprentice and metal tradesworker 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 Article 8, but in no case less than the established wage scale of the Local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of that local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers' covering the area, the minimum conditions of the home local union shall apply.

Sec. 8.17 In applying the provisions of Sections 8.11, 8.15, and 8.16 of Article 8, 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.

Sec. 8.18 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 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 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 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.

Sec. 8.19 Wages at the rates established herein shall be paid once a week at the shop or job, or by the U.S. mail, to an address provided by the employee to arrive at such address no later than Wednesday of the following week. If an Employer offers voluntary direct deposit of payroll, the Employee has the option to participate. Employers who have the capability also have the option to direct deposit fringe benefit payments.

Sec. 8.20 (a) When an employee is laid-off or terminated, he/she shall immediately be given a termination notice in writing. A copy of the notice in each case shall be forwarded to the Union by the Employer within two (2) working days.

(b) The Employer shall notify the Union immediately of any hiring done by phone and shall forward the above referenced notice within two (2) working days. All layoffs are to be handled during normal working hours. No layoff by telephone or mail will be recognized as official layoffs and said employee will return to work until proper notice is given.

Sec. 8.21 Sheet metal journeyworkers who report for work by direction of the Employer and are not placed at work, shall be entitled to two (2) hours pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Sec. 8.22 Each Employer covered by this Agreement shall employ at least one (1) sheet metal journeyworker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyworker sheet metal worker.

Sec. 8.23 (a) Contributions provided for in Section 8.23 (b) of Article 8 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 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) an amount as stated in Article 8.1 for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made before the 20th day of the succeeding month and shall be remitted to IFUS, P.O. Box 221230, Chantilly, VA 22022-1230 or for the purpose of transmittal, Sheet Metal Workers Fringe Benefit Fund, 2201 Springdale Road, Waukesha, WI 53186.

(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 reports

a financial statement attested by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers' upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 8.23 (a) or for violations of other Subsections of this Section may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceedings result 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-Chairman of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he or she 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, and no other.

Sec. 8.24 Each Employer, during the term of this Agreement will contribute to the International Training Institute (ITI) for the Sheet Metal and Air Conditioning Industry an amount per hour as stated in Article 8.1. for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund, or for purposes of collection and transmittal, through the National Benefit Funds using forms furnished by the National Pension Fund.

Each Employer, during the term of this Agreement, will contribute to the National Energy Management Institute Committee (NEMI), a jointly administered Trust Fund, an amount per hour as stated in Article 8.1 for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Fund or for the purposes of collection and transmittal through the National Benefit Funds using forms furnished by the National Pension Fund. NEMI will be terminated, and its funding level applied to other existing funds or wages if it is removed from the International Constitution.

Each Employer, during the term of this Agreement, will contribute to the Sheet Metal Occupational Health Institute Trust (SMOHIT), an amount per hour as stated in Article 8.1 for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Trust, or for purposes of collection and transmittal through the National Benefits Funds using forms furnished by the National Pension Fund. SMOHIT will be terminated and its funding level applied to other existing funds if it is removed from the International Constitution.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, Sheet Metal Occupational Health Institute Trust, the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made.

In addition, the parties agree to be bound by any amendments to said Trust Agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the Trustees of all funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

Sec. 8.25 Each Employer, during the term of this Agreement, will contribute to the Madison Area Sheet Metal Worker's Educational Trust (MASMWET), an amount per hour as stated in Article 8.1 for each hour worked on and after the effective date of the Agreement by all employees of the Employer covered by this Agreement. Payments shall be made on or before the 20th day of the succeeding month and shall be remitted to the Madison Area Sheet Metal Worker's Educational Trust Account as designated by the Trustees of the Fund, for the purposes of collection and transmittal through Sheet Metal Worker's Fringe Benefit Fund, 2201 Springdale Road, Waukesha, WI 53186 using forms furnished by the National Pension Fund. The parties agree to be bound by the Agreement and Declaration of Trust establishing said Fund and amendments thereto as may be made from time to time and hereby designate as their representatives on the Board of Trustees such Trustees as are named, together with any successors who may be appointed pursuant to said Agreements.

Sec. 8.26 SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION SCHOLARSHIP FUND - Effective as of the date of this Agreement, or when allocated, the Employers will contribute to the Fund an amount as stated in Article 8.1, per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Sheet Metal Workers' International Association Scholarship Fund.

Sec. 8.27 THE LOCAL PENSION FUND - Effective as of the date of this Agreement, the Employers will contribute to the Fund an amount as stated in Article 8.1 per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month, and shall be remitted as designated by the Local Pension Fund Trustees.

Sec. 8.28 A committee will be formed to investigate a voluntary 401k, and if mutually agreed upon, members will convert to a 401k with voluntary contributions.

Sec. 8.29 (a) Contributions provided for in Section 8.29(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 Industry Program of Madison (SMIP) an amount as stated in Article 8.1 for each hour worked on and after the effective date of this Agreement by all employees of the Employer covered by this Agreement. Payment shall be made before the 20th day of the succeeding month and shall be remitted to SMIP, 5940 Seminole Centre Court, Suite #102, Madison, WI 53711, or for the purpose of transmittal, Sheet Metal Workers Fringe Benefit Fund, 2201 Springdale Road, Waukesha, WI 53186.

(c) Grievances concerning use of local industry fund monies to which an Employer shall contribute for purposes prohibited under Section 8.29(a), or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement.

Sec. 8.30 It is agreed that both the Union and the Local Association will participate with WRTP/Big Step.

ARTICLE 9

Sec. 9.1 Journeyworker, apprentice, preapprentice and metal tradesworker sheet metal workers covered by this Agreement shall provide for themselves all necessary hand tools.

Sec. 9.2 Journeyworker, apprentice, preapprentice and metal tradesworker sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of an automobile or other conveyance to transport employees, tools, equipment or materials from shop to job, from job to job or from job to shop; facilities for such transportation are to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from job to home at quitting time.

Sec. 9.3 All Employers covered by this Agreement shall elect to come under the Worker's Compensation Act and shall elect to become subject to the provisions of the Wisconsin Unemployment Compensation Act. Each Employer shall submit to the Local Union, a copy of the insurance certificate indicating coverage under the Worker's Compensation Act. Notification of cancellation by the insurance company or companies shall be given both parties. Employers shall carry manufacturers' and contractors' public liability (including bodily injury and property damage) insurance.

Sec. 9.4 (a) The Employer will maintain in full force and effect for the life of this Agreement an Employer's Non-Ownership Liability Coverage Policy insuring any vehicle driven by an employee within the scope of their employment for at least the minimum coverage of \$100,000 and \$300,000 personal liability and \$20,000 property damage. Should the Employer fail to maintain said policy, the employee may recover from the Employer the difference between any judgment against the employee arising out of an automobile liability claim. The Employer shall furnish the Union with a copy of a certificate of insurance, indicating the terms of the non-ownership liability coverage policy currently in effect.

(b) Regarding the added Employer's Non-Ownership Liability Coverage Policy referred to in Section (a) of this Article, each employee of each individual Contractor signatory to

an Agreement within Local #18's jurisdiction, must upon request, show his Employer a certificate of satisfactory proof of their liability insurance if said employee is to drive his/her own vehicle. If no satisfactory proof is shown, said employee will not be allowed to drive his/her own vehicle.

ARTICLE 10

Sec. 10.1 Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. An Employer may have the local Association present to act as their representative.

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

Sec. 10.2 Grievances not settled as provided in Section 10.1 of this Article may be appealed by either party to the Local Joint Adjustment Board having jurisdiction over the parties. Such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties, to render a final and binding determination, except as provided in Section 10.3 and 10.5 of this Article. The Board shall consist of an equal number of representatives of the Union and of the local Employer's Association and both sides shall cast an equal number of votes at each meeting. The local Employers' Association, on its own initiative, may submit grievances for determination by the Board as provided in this Section.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 10.1 of this Article unless the time is extended by a mutual agreement of the parties.

Sec. 10.3 Grievances not disposed of under the procedure prescribed in Section 10.2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a panel consisting of one (1) representative appointed by the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers', and one (1) representative appointed by the Chairman of the Labor Relations Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Appeals on behalf of the employees shall be mailed to the General Secretary-Treasurer of the Sheet Metal Workers' International Association and those on behalf of an Employer mailed to the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Joint appeals shall be mailed to the Secretaries of both Associations. Notice of the appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 10.2 of this Article. Such panel shall meet promptly, but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel Members. Except in case of deadlock, the decision of the Panel shall be final and binding.

Notwithstanding the provisions of Paragraph 1 of this Section, a Contractor who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board, including a unanimous decision, and request a Panel

hearing as set forth in Section 10.3 of this Article, providing such appeal is approved by both the Chairman of the Labor Relations Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. and by the General President of the Sheet Metal Workers' International Association.

Sec. 10.4 Grievances not settled as provided in section 10.3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board, as established by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submission shall be made and decisions rendered under such procedures as may be prescribed by such Board from time to time, and mutually approved by the parties creating it. Copies of the procedures shall be available from, and submissions of grievances may be made to, either the General Secretary-Treasurer of the International Association of Sheet Metal, Air, Rail and Transportation Workers' or the Secretary of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. Submissions on appeal to the National Joint Adjustment Board shall be made within thirty (30) days after termination of the procedures prescribed in Section 10.3 of this Article.

Sec. 10.5 A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation and, if it is believed warranted, to direct that the involved Agreement and any other Agreements between the Employer and any other Local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers' be canceled, provided however, that any decision of a Local Joint Adjustment Board or Panel directing cancellation of an Agreement or Agreements shall be automatically reviewed by the National Joint Adjustment Board and such a cancellation shall be effective unless the order is affirmed by an order from the National Board.

Sec. 10.6 In the event any party fails or refuses to comply with any decision of a Local Joint Adjustment Board or Panel without appeal, or any decision of the National Joint Adjustment Board, within thirty (30) days after notice thereof, a Local Joint Adjustment Board Panel or any party to the dispute may, in addition to any other legal remedies which may be available to the parties, request the National Joint Adjustment Board to cancel the involved Agreement and any other Agreements between the involved Employer and the other Local Unions affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers'. Unless otherwise decided by unanimous vote, the National Joint Adjustment Board shall cancel such Agreements if it finds the involved party to be in non-compliance with the decision in question. Requests for the Board's services shall be made in the same manner and in the same form as other appeals to the National Joint Adjustment Board, and the procedure followed shall be the same, except that any intermediate step or steps shall be omitted and the request made directly to the National Joint Adjustment Board.

Sec. 10.7 Failure to exercise the right to appeal at any step thereof within the time limit provided therefore, shall void any right to appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout while procedures prescribed in this Article are being undertaken or are pending. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

Sec. 10.8 In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the proceeding Sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of the Agreement shall be settled as hereinafter provided:

(a) Should the negotiations for renewal of this Agreement become deadlocked in the opinion of the Local Union or of the Local Contractors' Association, or both, notice to that effect shall be given to the office of the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the national office of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. If the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the Chairman of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a panel representative who shall proceed to the locale where the dispute exists as soon as is convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers' and the national office of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. shall be promptly so notified without recommendation from the panel representatives. Should the General President of the International Association of Sheet Metal, Air, Rail and Transportation Workers' or the Chairman of the Labor Committee of the Sheet Metal and Air Conditioning Contractors' National Association, Inc. fail or decline to appoint a panel member, or should notice of failure of the panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

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

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

(c) The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this section. In addition, the General President of SMART and the Chairman of the National Labor Committee of SMACNA shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, telegram, or telephone notification.

(d) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration of the Agreement.

ARTICLE 11

Sec. 11.1 All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship Committee composed of six (6) members, three (3) of whom shall be selected by the Employer, and three (3) by the Union. Said Joint Apprenticeship Committee shall formulate and make operative such rules and regulations as they deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.

Sec. 11.2 The Joint Apprenticeship Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship Committee.

Sec. 11.3 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 journeyworkers 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. The local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeyworkers 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.

Sec. 11.4 It is hereby agreed that the Employer shall be entitled to apply to the Joint Apprenticeship Committee on the basis of the following ratio:

1 Journeyworker.....1 Apprentice

and said ratio shall govern the consideration and granting of apprentices by the Joint Apprenticeship Committee. 5th year apprentices are ratio neutral.

Sec. 11.5 5th year apprentices may work on their own. Until the 5th year of apprenticeship, apprentices shall not be put in charge or work on any job and shall work under the supervision of a supervisor, journeyworker or the owner.

Sec. 11.6 A graduated wage scale for apprentices shall be established and maintained on a percentage basis of the established wage rate of sheet metal journeyworkers. (See Article 8, Section 8.1).

Sec. 11.7 The recruitment, selection, employment and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, sex, age, creed, handicap, marital status, ancestry, sexual orientation, arrest record, conviction record or membership in the military forces of the United States or this state.

Sec. 11.8 International Training Institute tapes shall be utilized in establishing a night school course in which the emphasis will be on a Youth-to-Youth Program. A thirty (30) day notice to the Employer is required before any Youth-to-Youth schooling is conducted.

Sec. 11.9 (a) The local Joint Apprenticeship and Training Committee shall implement and supervise a sheet metal industry training program and encourage employee participation in sponsored training events. Each journeyworker shall complete one approved sheet metal industry related educational and/or training course every three years. Occupational Safety and Health Administration (OSHA) 30-hour Outreach Training Program for the Construction Industry (hereafter "OSHA 30") constitutes one approved sheet metal industry related educational and/or training course for purposes of this subparagraph.

(b) All Building Trades employees must complete OSHA 30 training on their own time and at their own expense, unless eligible for reimbursement through the MASMWET continuing education reimbursement program. Effective one year after hire, any employee who does not complete OSHA 30 training will not receive any scheduled wage increase until such training is completed and then only on a prospective basis. The employer may decline to hire, and shall not be obligated to pay "show-up pay" to any employee referred by the Union, if the employee is not able to show that he or she is in compliance with the continuing education requirements set forth in paragraph (a) of this Article 11. This shall not affect any employee's ability to solicit work or any Employer's ability to hire employees who solicit work.

ARTICLE 12

Sec. 12.1 Employers signatory to this Agreement shall have the right to employ preapprentices and metal tradesworker. The Local Union shall administer the preapprentice program. It shall not be a condition of gaining admission to the apprenticeship list that an individual is or was a preapprentice or metal tradesworker, and there shall be no natural or normal progression from preapprentice or metal tradesworker to apprentice.

Sec. 12.2 The Employer shall apply to the Union for preapprentices, who need not be on the apprenticeship list. In the event no candidate from the apprenticeship list or from other sources can be supplied within five working days, the Employer may hire such employees and notify the

Union immediately. Preapprentices employed shall be enrolled as applicants for future openings in the apprenticeship program. All preapprentices shall be given safety orientation before starting work.

Sec. 12.3 It is hereby agreed that the Employer may apply to the Union and the Union shall grant preapprentices and metal tradesworker on the following basis:

1 Journeyworker.....1 Apprentice.....1 Pre-Apprentice/Metal Trades Worker

The Employer cannot have an additional preapprentice or metal tradesworker until they have met the minimum journeyworker-apprentice ratio. Any hiring or layoff must keep the total union employees of the Employer in correct ratio at all times.

Sec. 12.4 All preapprentices shall meet with the Union Representative prior to starting work. Preapprentices will not do any supervision, welding or layout work. Preapprentices will work under the supervision of a journeyworker at all times. No preapprentices shall be employed on any State, Federal or local prevailing wage jobs unless the law allows.

Sec. 12.5 Metal Tradesworkers will not do any supervision or layout work, with the exceptions of the spiral machine and coil line.

Sec. 12.6 The ratio of preapprentices or metal tradesworkers to apprentices and journeyworkers shall be maintained at all times.

Sec. 12.7 The wage scale for preapprentices shall be forty percent (40%) of the basic hourly wage rate of sheet metal journeyworkers. Health and welfare coverage shall be determined on behalf of the preapprentices by the parties.

Sec. 12.8 The wage scale for metal tradesworkers shall be between sixty percent (60%) and seventy-five percent (75%) of the basic hourly wage rate of the sheet metal journeyworker. The metal tradesworker will also receive full health and welfare coverage, local pension contribution shall be at 50% of the Journeyworker contribution, and will participate with contributions to the Local Training Fund, International Training Institute, NEMI and SMOHIT. Employers shall determine the wages of these workers, however, noting recommendations from Labor.

ARTICLE 13

Sec. 13.1 This Agreement and Addenda Number 1 attached hereto shall become effective on the twenty-ninth day of May, 2022, and remain in full force and effect until the 31st day of May, 2025, and shall continue in force from year to year thereafter unless written notice of reopening is given 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, provided however, that the contract expiration date contained in this Section shall not be effective in the event proceedings under Article 10, Section 10.8. are not completed prior to that date. In that event, this Agreement shall continue in full force and effect until

modified by order of the National Joint Adjustment Board or until the procedures under Article 10, Section 10.8. have been otherwise completed.

Sec. 13.2 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.

Sec. 13.3 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 national sponsoring 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.

Sec. 13.4 Each employer hereby waives any right it may have to repudiate this Agreement during the term of the Agreement, or during the term of any extension, modification or amendment to this Agreement.

Sec. 13.5 By execution of the Agreement, the Employer authorizes the Madison Area Mechanical and Sheet Metal Contractors Association, Inc. to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least 150 days prior to the then current expiration date of the Agreement.

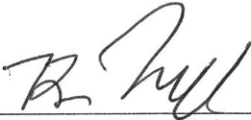
Sec. 13.6 The Employer executing this document has, on the basis of objective and reliable information, confirmed that a clear majority of sheet metal workers in its employ desire representation by Sheet Metal Workers' International Association Local No. 18, AFL-CIO, for purposes of collective bargaining.

The Employer therefore unconditionally acknowledges and confirms that Local No. 18 is the exclusive bargaining representative of its sheet metal employees pursuant to Section 9(a) of the National Labor Relations Act.

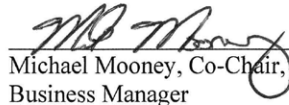
IN WITNESS whereof, the parties hereto affix their signatures and seal this 29th day of May, 2022.

MADISON AREA MECHANICAL
SHEET METAL CONTRACTORS
ASSOCIATION, INC.

INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS'
LOCAL UNION NO. 18 SM



Brady Farrell, Co-Chair



Michael Mooney, Co-Chair, President,
Business Manager



Robert Weise



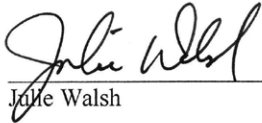
Scott Bartz, Vice President/Business
Representative



Marcus Nelson



Chad Ratz



Julie Walsh



Matthew Ryan



Vern Rathert



Brian Larson

ADDENDUM I - MADISON AREA

RESIDENTIAL ADDENDUM TO THE STANDARD FORM OF UNION AGREEMENT

This Residential Addendum is an addendum to the Standard Form of Union Agreement between the Madison Area Mechanical and Sheet Metal Contractors Association, Inc., hereinafter referred to as the Association, and the International Association of Sheet Metal, Air, Rail and Transportation (SMART) Workers Local Union No. 18 SM, hereinafter referred to as the Union.

Sec. 1 This Addendum covers the rates of pay, rules and working conditions of all employees of the Employer engaged in the fabrication, erection, installation, repair, replacement and servicing of all residential heating and air conditioning systems, and the architectural sheet metal work on such residences.

Sec. 2 Residential shall be defined as applying to work on any single-family dwelling or multiple family housing unit where each individual family apartment is individually conditioned by a separate and independent unit or system.

Sec. 3 This Addendum is to be expanded to include retail commercial space (strip shopping centers) conditioned by 10 ton of air conditioning or less. This Addendum will also include gas fired residential furnaces, 5 ton and under, up to 8 systems per building. A system shall consist of a heating and a cooling unit. This Addendum will also include fast food and chain restaurants, a list of which having been supplied by a Labor-Management Committee set up for this purpose as soon after ratification of this Agreement as possible. This Labor-Management Committee will meet semi-annually during the course of this Agreement to update this list. Only new hires or existing residential journeyworkers are to work at this rate. No residential trainee will be employed on retail commercial space or fast food restaurant jobs. Journeyworkers and apprentices may be employed on this work, but at the normal building trades rate. The Residential Addendum Committee shall meet and if in agreement, make necessary changes to help the Addendum succeed in the light commercial area.

Sec. 4 - (a) The Employer may make application to the Local Joint Adjustment Board to perform work on certain individual jobs or projects under the terms and conditions of this Addendum. Such application shall be accompanied by ample reason for such request.

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

(c) If the Local Joint Adjustment Board, under 4(a) and 4(b), is unable to agree on the application of this Agreement to specific jobs or projects, either party shall then have the right to appeal the Agreement.

Sec. 5 - (a) The Employer agrees that building trades members and building trades apprentices employed under this Addendum shall not forfeit or suffer any reduction in any fringe benefits as outlined in the local basic Standard Form of Union Agreement.

Sec. 6 - (a) The regular day shall consist of eight (8) hours labor on the job between 6:00 a.m. and 6:00 p.m., and the regular work week shall consist of five (5) consecutive eight (8) hour days labor on the job, beginning with Monday and ending with Friday of each week. All full time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate.

(b) A four (4) day work week, consisting of four (4) ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m. may be scheduled Monday through Friday of each week. Four (4) ten (10) hour days can be worked Monday through Thursday or Tuesday through Friday or on non-consecutive days of a week, which include a holiday that falls on a Tuesday, Wednesday, or Thursday, or in other unusual situations as agreed to by the Employer, Employee and Local 18 at straight-time pay. Unless prohibited by Local, State or Federal law, all full time and part-time labor performed during the hours described in Section 6(a), shall be recognized as regular working hours and paid for at the regular hourly rate.

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

A makeup day may be scheduled on Friday (if a four (4) day week is scheduled), or Saturday (if a five (5) day week is scheduled). A makeup day may be scheduled only in the event that a day's work has been lost due to reasons beyond the employer's control, such as fire, power failure, strikes, work stoppages, inclement weather conditions, or if the employee agrees. Employees will be paid at the straight time hourly wage rate for makeup days. It is recognized that makeup days can cause employees to work over forty (40) hours in a work week. Whether the regular work week be a scheduled four (4) day or five (5) day work week, when an employee's accumulated hours of work on regular days of the scheduled work week and the hours of work on a makeup day exceed forty (40) hours of work, then the employee shall be paid at the rate of one and one-half (1-1/2) times the basic straight time hourly wage rate for all hours in excess of forty (40) hours. Except as otherwise provided, pursuant to Section 8 of the Standard Form of Union Agreement, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1-1/2) times the regular rate.

(c) An Employer may not lay off, discharge or discriminate against any employee for refusal to work on a Saturday makeup day.

(d) Employees shall be at the shop or project site at the scheduled starting time each day and shall remain until quitting time, except if an employee is instructed by the Employer to report to the shop for the purpose of picking up a truck to haul material or obtain material, or for transporting employees to and from any job, their starting time at the shop and quitting time back at the shop with the truck shall be at the regularly scheduled work day hours.

(e) Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and Sundays, shall be paid at two (2) times the regular hourly rate.

(f) On Call Language

An employee who is required to be on-call on Monday through Sunday shall be paid a \$20.00/day stipend. An employee who is required to be on-call on Holidays shall be paid a \$50.00/day stipend.

Payment for actually performing work is governed by Article 8 of this collective bargaining agreement.

When an employee is on-call, he/she is required to report to work when called by the Employer.

(g) No Foremen shall be required on Residential work.

Sec. 7 (a) SERVICE, MAINTENANCE, REPLACEMENT WORK - The work week shall consist of a scheduled forty (40) hour week; all work performed beyond the forty (40) hours shall be compensated for at one and one-half (1-1/2) times the basic hourly residential wage rate.

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

(c) The parties hereto agree to promote, by any means possible, work covered under this Section and shall cooperate fully in the establishment of training courses and/or facilities, where none presently exist, in order to properly train sufficient personnel to maintain jurisdiction over this work and provide consumer satisfaction.

Sec. 8 The Employer shall provide, or pay, for all necessary transportation for transporting employees, tools and materials from shop to job, job to job, and job to shop during working hours.

Sec. 9 Residential Journeyworker increases shall always be seventy-five percent (75%) of the Building Trades Journeyworker total package increase.

Sec. 9 (a) The regular hourly wage package for Residential Construction Journeypersons (**Those employed prior to June 1, 1994**) shall be as follows:

RESIDENTIAL/CONSTRUCTION JOURNEYWORKER WAGE PACKAGE

	\$2.25 <u>May 29, 2022</u>	\$2.06 <u>May 28, 2023</u>	\$2.06 <u>June 2, 2024</u>
Hourly Taxable Rate	\$32.85 ph		
Health & Welfare	\$10.90 ph		
National Pension Fund	\$12.02 ph		

Local Pension Fund	\$3.33-ph		
Local Training Fund	0.49 ph		
WRTP/Big Step	0.02 ph		
Drug Testing	0.02 ph		
International Training Institute	0.12 ph		
Local Industry Fund	0.26 ph		
NEMI	0.03 ph		
SMOHIT	0.02 ph		
Scholarship Fund	<u>0.01 ph</u>		
TOTAL WAGE PACKAGE	\$60.07	\$62.13	\$64.19

(b) Apprentices covered by this Addendum shall be paid on a percentage basis as outlined in the Standard Form of Union Agreement, however, such percentage shall be based on the basic hourly journeyworker rate covered by this Addendum.

(c) The Employer agrees that no employee shall suffer a reduction in wages or benefits due to the signing of this Addendum.

(d) New Journeyworkers **hired after June 1, 1994** shall be paid as follows:

RESIDENTIAL JOURNEYWORKER WAGE PACKAGE

	\$2.25 <u>May 29, 2022</u>	\$2.06 <u>May 28, 2023</u>	\$2.06 <u>June 2, 2024</u>
Hourly Taxable Rate	\$35.48 ph		
Health & Welfare	\$10.90 ph		
National Pension Fund	\$4.20 ph		
Local Pension Fund	\$6.25-ph		
Local Training Fund	0.57 ph		
WRTP/Big Step	0.02 ph		
Drug Testing	0.02 ph		
International Training Institute	0.12 ph		
Local Industry Fund	0.26 ph		
NEMI	0.03 ph		
SMOHIT	0.02 ph		
Scholarship Fund	<u>0.01 ph</u>		
TOTAL WAGE PACKAGE	\$57.88	\$59.94	\$62.00

This only applies to Residential Journeyworkers hired after June 1, 1994. It does not apply to those commercial journeyworkers and apprentices on the payroll of an employer as of June 1, 1994, or those journeyworkers who sign down to work under this Addendum.

Sec. 10 RESIDENTIAL TRAINEE Employed prior to May 29, 2022:

Wages and Fringes as follows:

1 st - 1,000 Hours	65% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package
2 nd - 1,000 Hours	70% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package
3 rd - 1,000 Hours	75% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package
4 th - 1,000 Hours	80% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package
5 th - 1,000 Hours	85% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package
6 th - 1,000 Hours	90% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package

RESIDENTIAL TRAINEE SHEET METAL WORKERS Employed prior to May 29, 2022

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>
	<u>1,000 Hrs.</u>	<u>1,000 Hrs.</u>	<u>1,000 Hrs.</u>	<u>1,000 Hrs.</u>	<u>1,000 Hrs.</u>	<u>1,000 Hrs.</u>
TAXABLE WAGE	\$23.06	\$24.84	\$26.61	\$28.38	\$30.16	\$31.93
Health & Welfare	\$ 5.90	\$ 5.90	\$ 5.90	\$ 5.90	\$ 5.90	\$ 5.90
Nat'l Pension Fund	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Local Pension Fund	\$ 3.33	\$ 3.33	\$ 3.33	\$ 3.33	\$ 3.33	\$ 3.33
Local Training	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
WRTP/Big Step	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Drug Testing	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Int'l Training Inst.	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Local Industry Fund	\$ 0.26	\$ 0.26	\$ 0.26	\$ 0.26	\$ 0.26	\$ 0.26
NEMI	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03
SMOHIT	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Scholarship Fund	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
TOTAL WAGE PACKAGE	\$37.54	\$39.32	\$41.09	\$42.86	\$44.64	\$46.41

RESIDENTIAL TRAINEE Employed after May 29, 2022:

Wages and Fringes as follows:

1 st - 1,800 Hours	65% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package
2 nd - 1,800 Hours	75% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package

3rd - 1,800 Hours 85% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package

4th - 1,800 Hours 90% of Residential Journeyworker base wage rate plus Residential Trainee Fringe Benefit Package

RESIDENTIAL TRAINEE SHEET METAL WORKERS Employed after May 29, 2022

	1st	2nd	3rd	4th
	<u>1,800 Hrs.</u>	<u>1,800 Hrs.</u>	<u>1,800 Hrs.</u>	<u>1,800 Hrs.</u>
TAXABLE WAGE	\$ 23.06	\$ 26.61	\$ 30.16	\$ 31.93
Health & Welfare	\$ 5.90	\$ 5.90	\$ 5.90	\$ 5.90
Nat'l Pension Fund	\$ 4.20	\$ 4.20	\$ 4.20	\$ 4.20
Local Pension Fund	\$ 3.33	\$ 3.33	\$ 3.33	\$ 3.33
Local Training	\$ 0.57	\$ 0.57	\$ 0.57	\$ 0.57
WRTP/Big Step	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Drug Testing	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Int'l Training Inst.	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Local Industry Fund	\$ 0.26	\$ 0.26	\$ 0.26	\$ 0.26
NEMI	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.03
SMOHIT	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
Scholarship Fund	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
TOTAL WAGE PACKAGE	\$ 37.54	\$ 41.09	\$ 44.64	\$ 46.41

The Local Joint Apprenticeship Committee shall have an additional duty to authorize and administer the Residential Trainee Program. Each Trainee is required to attend night school classes for the duration of the training period. Classes will be set up by the Local Joint Apprenticeship Committee. The Local Joint Apprenticeship Committee shall have the authority to drop Trainees from the program who fail to attend school. Upon completion of the Residential Training period, Residential Sheet Metal Workers will receive 100% of the Residential Base Wage Rate plus the Residential Journeyworker Fringe Benefit Package. Preapprentices may be utilized for up to two (2) years prior to the 6,000 and 7,200 hour training periods. The ratio of Residential Journeyworker to Residential Trainees and preapprentices shall be as follows:

1 - Residential Journeyworker.....1 - Residential Trainee.....1 - Pre-Apprentice

The Employer cannot have an additional pre-apprentice or metal tradesworker, until they have met the minimum journeyworker-trainee ratio. Any hiring or layoff must keep the total union employees of the Employer in correct ratio at all times.

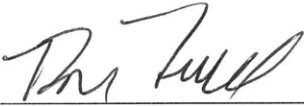
Sec. 11 The Employer agrees to be bound by the wages, hours and working conditions contained in the local basic or local Standard Form of Union Agreement on any work performed on commercial or industrial establishments, or on any work not specified in Sections 1, 2, 3, and 4 of this Addendum.

The Employer agrees to be bound by all of the provisions of the Standard Form of Union Agreement or local Basic Agreement with the exception of those Articles, Sections or provisions altered or amended by this Addendum.

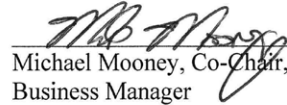
Sec. 12 This Addendum signed this 29th day of May, 2022, shall remain in full force and effect for the duration of the local basic or local Standard Form of Union Agreement.

MADISON AREA MECHANICAL
SHEET METAL CONTRACTORS
ASSOCIATION, INC.

INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS'
LOCAL UNION NO. 18 SM



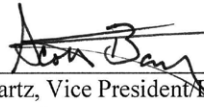
Brady Farrell, Co-Chair




Michael Mooney, Co-Chair, President,
Business Manager



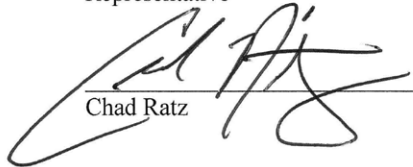
Robert Weise



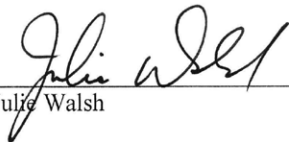
Scott Bartz, Vice President/Business
Representative



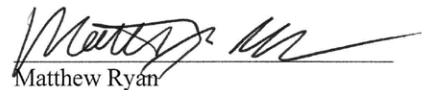
Marcus Nelson



Chad Ratz



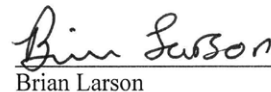
Julie Walsh



Matthew Ryan



Vern Rathert



Brian Larson

ADDEUNDUM II – MADISON AREA

BONDING PROVISION

Sec. 8.8 Bonding (or other indemnification as noted below) is required for the following funds if the Employer is delinquent in payments:

- Wisconsin Sheet Metal Health & Benefit Fund
- Madison Area Sheet Metal Workers' Education Fund
- Local Pension Fund
- National Pension Fund
- International Scholarship Fund

Upon an Employer becoming delinquent, the Employer will have seven (7) working days to either relieve the delinquency or provide a bond as noted in subsection (a) below. Additionally a Representative of the Local Union will contact the Owner or Responsible Party of the Employer to ensure understanding of this point.

Sec. 8.8 (a) The following conditions will apply to the application of bonding requirements for Employers signatory to the Local Agreement as of October 1, 2007:

- Any Employer who becomes delinquent subsequent to October 1, 2007 will be required to obtain and present a bond payable to the trust funds as noted above in an amount equal to two (2) months of payments calculated by the average monthly payment over the previous three-year period and kept in force for a period of seven (7) years from the date of delinquency. The Employer must provide a copy of the bond to the Fund Office, Business Manager and the Association.

Sec. 8.8(b) The following conditions will apply to the application of bonding requirements for Employers that become signatory to the Local Agreement subsequent to October 1, 2007:

- A bond must be obtained and presented payable to the trust funds as noted above in an amount as noted below and kept in force for a period of one (1) year from the date the Employer becomes signatory:
 - 1-5 Employees -- \$10,000
 - 6-10 Employees -- \$20,000
 - 11-20 Employees -- \$45,000
 - 21 or more Employees --\$60,000
- At the end of the initial one-year period, the bond amount will be revised. The new bond amount is calculated as two months of payments based on the average monthly payment over a period of the previous twelve (12) months. The third year's bond amount will be calculated based on the average of the month thirteen (13) through twenty-four (24) payments and equal to two (2) months of payments.

- No bond will be required if the Employer has no delinquencies for a period of three (3) years. The conditions of Sec. 8.8(a) will then apply.
- The Employer must provide a copy of the bond to the Fund Office, Business Manager and the Association.



**INTERNATIONAL ASSOCIATION of
SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS
LOCAL #18 – WISCONSIN
AFL-CIO**

2201 Springdale Road
Waukesha, WI 53186

PHONE: 262-798-1818
TOLL FREE: 800-242-5822 • FAX: 262-798-1212

**MADISON AREA MECHANICAL
AND SHEET METAL CONTRACTORS
ASSN.**

5940 SEMINOLE CENTRE COURT * SUITE 102
MADISON, WISCONSIN 53711

PHONE (608) 288-1414 • FAX (608) 288-1515

June 10, 2022

To All Madison Area Local 18 Members:

The Madison Area Sheet Metal Contractors Association and SMART Local 18 recognize that there is a shortage of people pursuing the Sheet Metal industry. With that being said, we as a group, would like to encourage the membership to allocate as much as possible of your hourly raise to your base wage. By increasing the Journeyworker base wage, it will in turn, increase the starting wages for Pre-Apprentices, Apprentices, Residential Trainees, and Metal Tradesmen, all of whom's wages are based on a percentage of the Journeyworker's base wage. Increasing the starting wages of these classifications, will help with the recruitment of new members and retention of existing members.

SMART Local 18 has hired a financial advisor to work for all members free of charge. We truly believe this added benefit will help the entire membership, whether it pertains to retirement or family financial planning. Please reach out to Union Financial by calling 888-928-6466. From there they will be able to direct you to a Representative close to your proximity.

Michael Mooney
President/Business Manager
SMART – Local 18

Julie Walsh
Executive Director
MSC / MAPC / NCPWB-WI

