

AGREEMENT

between

**SHEET METAL EMPLOYERS
ASSOCIATION OF WESTERN MICHIGAN**

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and

**LOCAL UNON NO. 7-SM, ZONE 2 of the
INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS**

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Covering:

Kent, Ottawa, Montcalm, Mecosta, Newaygo, Lake, Osceola,
Muskegon, Mason, and Oceana Counties of Michigan

May 1, 2021 thru April 30, 2024

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STANDARD FORM OF UNION AGREEMENT

A-01-05

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

Agreement extended into this 1st day of May 2021, by and between the Sheet Metal Employers Association of Western Michigan, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No. 7-SM, Zone 2 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for Kent, Ottawa, Montcalm, Mecosta, Newaygo, Lake, Osceola, Muskegon, Mason and Oceana Counties of Michigan.

ARTICLE I TRADE JURISDICTION

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

ARTICLE II SUB-CONTRACTING

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

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

**ARTICLE III
TRADE JURISDICTION EMPLOYEES**

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

**ARTICLE IV
SOURCE OF EMPLOYEES**

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, preapprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement. (See Addendum II)

**ARTICLE V
UNION MEMBERSHIP REQUIREMENT**

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership (See Addendum XXV, Section 2).

SECTION 2. If during the term of this Agreement the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4: The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. Not later than the twentieth day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their Social Security numbers for whom such deductions have been made.

**ARTICLE VI
HOURS OF WORK**

SECTION 1. The regular working day shall consist of eight (8) hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive eight (8) hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1-1/2) times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer. (See Addendum III)

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

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

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See Addendum III, Section 2)

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

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings

shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided. (See Addendum III, Section 3)

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

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

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally. (See Addendum IV)

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

**ARTICLE VIII
WAGES, BENEFITS, TRUST AGREEMENTS**

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I except hereinafter specified in Section 2 of this Article.

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

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

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

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

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

SECTION 6. When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeymen sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board and expenses while employed in that area, and

the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

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

SECTION 8. Welfare benefit contributions shall not be duplicated.

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

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

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

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

SECTION 9. Wages at the established rates specified herein shall be paid as specified in Addendum V in the shop or on the job at or before quitting time on of each week, and no more than two (2) days' pay will be withheld. Alternative payroll procedures, i.e., electronic and/or automatic deposit may be negotiated locally. However, employees when discharged shall be paid in full. On layoffs, members of West Michigan Contractors Association shall pay on next pay period.

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

SECTION 11. Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article I of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker.

SECTION 12(a). Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) the hourly contribution rate established by the IFUS trustees. The IFUS trustees shall notify the International Association of Sheet Metal, Air, Rail and Transportation Workers of any changes to the established contribution rate prior to such change becoming effective. The Employer shall contribute said amount for each hour worked on and after the effective date of this Agreement by each employee of the Employer member covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted to IFUS, 4201 Lafayette Center Drive, Chantilly, Virginia, 20151 -1209, or for the purpose of transmittal, through Local 7 Zone 2 Joint Funds Administration. (See Addendum V, Section 2 (f).

(c). The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.

(d). Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be

selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section, (Section 12, Article VIII), and no other.

SECTION 13(a). Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Sheet Metal Industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

(b). The Employer shall pay to the Sheet Metal Employers Association of Western Michigan (hereinafter referred to as the Local Industry Fund), or a fund mutually agreed upon by the Sheet Metal Employers Association of Western Michigan and Local 7, 100% of the Industry Fund per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the 20th day of the succeeding month.

(c). The local industry fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the local industry fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to local industry fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request. (See Addendum XX)

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

SECTION 14. The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that

benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

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

SECTION 15. Effective as of the date of this Agreement the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the ITI, or for purposes of collection and transmittal through the Sheet Metal Local 7, Zone 2 Joint Funds Administration. (See Addendum V, Section 2 (g)).

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC, or for the purposes of collection and transmittal through the Sheet Metal Local 7, Zone 2 Joint Funds Administration.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the 20th day of the succeeding month and shall be remitted as designated by the Trustees of the Institute, or for purposes of collection and transmittal through Sheet Metal Local 7, Zone 2 Joint Funds Administration. (See Addendum V, Section 1)

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees

as are named together with any successors who may be appointed pursuant to said agreements.

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

SECTION 16. In the event that the Employer becomes delinquent in making contributions to any national or local Fund, the Union may withdraw all employees from the service of the Employer within two (2) days notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

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

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

(c). An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months.

**ARTICLE IX
PERSONAL TOOLS AND AUTOMOBILES**

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

SECTION 2. Journeymen, apprentice, preapprentice and classified sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance

to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time. (See Addendum XI, Section 2)

ARTICLE X GRIEVANCE PROCEDURE

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

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' Association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor-management disputes.

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

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of the Union and of the local Employers' Association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

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

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1)

representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of The International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

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

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board.*)

SECTION 5. A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

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

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board, P.O. Box 220956
Chantilly, VA 20153-0956
or 4201 Lafayette Center Drive, Chantilly, VA 20151-1209.**

SECTION 7. Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

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

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

(See Addendum XXI)

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

given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

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

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

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

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

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

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

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

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

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

ARTICLE XI APPRENTICES

SECTION 1. All duly qualified apprentices shall be under the supervision and control of a Joint Apprenticeship and Training Committee composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of 4 trustees. Said Joint Apprenticeship and Training Committee shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement. (See Addendum XII)

SECTION 2. The Joint Apprenticeship and Training Committee designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Committee caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade, under the supervision of the Joint Apprenticeship and Training Committee.

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

SECTION 3. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train apprentices or journeymen who will be employed by employers in the Sheet Metal Industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeymen employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the Sheet Metal Industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4. It is hereby agreed that the Employer shall apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant apprentices on the basis of one (1) apprentice for each three (3) journeymen regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5. Each apprentice shall serve an apprenticeship of up to five (5) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyman until apprenticeship terms have been completed and they have qualified as journeymen. (See Addendum 12, Section 1 (a))

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

First year	—	First half 40%	-	Second half 45%
Second year	—	First half 50%	-	Second half 55%
Third year	—	First half 60%	-	Second half 65%
Fourth year	—	First half 70%	-	Second half 75%
Fifth year/ <i>where applicable</i>		First half 80%	-	Second half 85%

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

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

SECTION 8. The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the Joint Apprenticeship and Training Committee to implement concentrated training during the term of this Agreement. (See Addendum XXIII)

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

SECTION 9. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeymen.

ARTICLE XII PREAPPRENTICES

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training Committee shall grant preapprentices on the basis of one (1) preapprentice for each three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeymen shall be entitled to at least one (1) preapprentice. Any apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any preapprentice. Thereafter, the same conditions and ratios shall apply.

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

Preapprentices shall be enrolled as applicants for future openings in the apprenticeship program. The Joint Apprenticeship and Training Committee shall evaluate the qualifications of preapprentices for such openings during the first

year of employment. No preapprentice shall be retained beyond one (1) year unless the preapprentice has been found to be qualified as an applicant.

The wage scale for preapprentices shall be a minimum of thirty percent (30%) of the wage rate for journeymen sheet metal workers. Health and welfare coverage shall be arranged on behalf of the preapprentices by the parties. (See Addendum XIII)

Pension contributions will be paid on all hours worked beginning with the first payroll period after 90 days in the amount of five percent (5%) of the journeyman pension fund contribution, to the next whole cent, or a minimum of twelve cents (\$0.12) per hour, whichever is greater, for each hour worked on or after the effective date of this agreement. The parties shall make all necessary arrangements so that any preapprentice being reclassified shall experience no break in benefits coverage.

ARTICLE XIII CLASSIFIED WORKER

SECTION 1. Classified workers may be employed in the following ratio:

- A. one (1) classified worker for any Employer who employs an apprentice;
- B. two (2) classified workers for any Employer who employs at least three (3) apprentices;
- C. thereafter, the ratio will be one (1) classified worker for each additional three (3) apprentices employed. (See Addendum XIV)

Classified workers may perform any work covered by Article I of which they are capable and will work under the general direction of a journeyman. The wage rate for classified workers will be not less than forty percent (40%) of the journeyman wage rate. They shall be covered by the local health and welfare plan. Pension contributions shall be the same percentage as their wage rate.

In the event the Employer is entitled to employ a classified worker and the Union fails to comply with the Employer's written request to furnish a classified worker within forty-eight (48) hours, the Employer may directly hire such employees, and refer them to the Union.

ARTICLE XIV LABOR-MANAGEMENT COMMITTEE

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

**ARTICLE XV
DISCRIMINATION**

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

**ARTICLE XVI
EFFECTIVE DATE**

SECTION 1. This Agreement and Addenda Numbers I through XXVIII attached hereto shall become extended effective on the 1st day of May 2021 and remain in full force and effective until the 30th day of April 2024, and shall continue in force from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however, that, if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board or until the procedures under Article X, Section 8 have been otherwise completed.

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

SECTION 3. Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement, or during the term of any extension, modification or amendment to this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes the Sheet Metal Employers Association of Western Michigan to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

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

ADDENDA TO AGREEMENT
ADDENDUM I
EMPLOYER RIGHTS
(See Article II)

SECTION 1. (a) The Employer shall retain all rights, powers and authority he had prior to entering into this Agreement, including the sole right to manage his business and direct his work force; man and de-man jobs; to determine the number of men to be employed, when they will be employed and judge the satisfactory performance or work by a workman; to select and utilize any type of safety equipment on or off the job site; to maintain order and efficiency on the job site including the right to hire, assign, transfer and direct his workmen and determine their qualifications; to select and appoint supervision; to determine whether or not a foreman will be a working or non-working foreman; and to determine the starting and quitting time and number of hours to be worked. The exercise of the foregoing powers and rights shall be limited only by the express and specific terms of this Agreement. No employee shall be fired without just cause consistent with past practices with Local 7 Zone 2.

ADDENDUM II
HIRING, REFERRALS, LAYOFFS
(See Article IV)

SECTION 1. Referrals

(a) The Union agrees to furnish the Employer or Employers, parties hereto, journeymen sheet metal workers, registered apprentices and classified workers in sufficient number as may be necessary to properly execute the work contracted for by the Employer or Employers in the manner or under the conditions specified in this Addendum.

(b) The Union shall select and refer applicants for employment without discrimination against applicants by reason of, or in any way, affected by Union membership, by-laws, regulations, constitutional provisions or requirements.

(c) The Employer shall have the right to reject or release any applicants for employment. Upon written request from the Union the Contractors will furnish a rejection letter.

SECTION 2. Hiring – In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants directly at the job site. In such event, the Employer will notify the Local Union of the names and dates of such hiring.

SECTION 3. Layoffs

(a) The Employer will notify the Business Agent and/or Union steward two (2) hours in advance of all permanent layoffs.

(b) Any laid off employee shall be given two (2) hours' notice of layoff.

ADDENDUM III
HOURS, OVERTIME AND SHIFTWORK

SECTION 1. Regular Work Day (See Article VI, Section 1)

(a) If mutually agreed upon by the Employer and two-thirds (2/3) majority of the employees involved, the regular working day may consist of ten (10) hours' labor in the shop or in the field for a four (4) consecutive day duration, Monday through Friday, between the hours of 5:00 a.m. and 9:00 p.m. The Business Manager or Union office shall be notified of such work changes.

(b) The regular working day may consist of eight (8) consecutive hours' labor in the shop or field for five (5) consecutive days' duration Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. If an employee is asked to change his start time because of a particular customer, the following applies: start time at straight time can begin at 5:00 a.m. If start time is prior to 5:00 a.m. (1 1/2) one and one half time the rate apply until 5:00 a.m. The employee must be notified prior to the completion of his previous shift. The Business Manager or Union office shall be notified of such work changes.

SECTION 2. Overtime (See Article VI, Section 1)

(a) Overtime at sixteen (16) hours per day Monday through Friday and eight (8) hours on Saturday may be worked at one and one-half (1-1/2) times the employee's regular rate. Double time pay, on Sundays, holidays and after eight (8) hours on Saturday. An employee's regular rate under this Section shall include his base rate plus vacation savings plus any supervisory pay but shall not include any other fringe payment. Fringes shall be paid on all hours worked.

SECTION 3. (a) Shift Pay

Shift pay to apply Monday through Friday only. A scheduled second shift can include a project on which no first shift is worked.

Establishment of a shift shall require notification to the Union office prior to the commencement of the shift.

Employees working a scheduled second shift of five (5) consecutive eight (8) hour, or four (4) consecutive ten (10) hour days, or more, shall be paid at 1.10 (10%) times the regular base rate and applicable fringes at regular rate.

Any shift of less than five (5) days' duration shall be paid as above except any hours worked after midnight on the last day of the shift to be at one and one-half (1-1/2) the regular rate plus fringes at the regular rate.

All hours in excess of the eight (8) hours per day to be paid at the applicable overtime rate. The shift premium shall be included in the base rate for purposes of calculation of overtime.

Any shift of less than five (5) days' duration starting after 12 midnight until 5:00 a.m. shall be compensated (1 1/2) times the base.

(b) Call in Time

Call in before regular starting time will be compensated at time and one half until the regular starting time for all hours prior to regular established shift. Thereafter, all other provisions in the contract will be adhered to.

ADDENDUM IV
MILEAGE ALLOWANCE AND EXPENSE MONEY
(See Article VII)

SECTION 1. Transportation and expense schedule – Effective after the date of this Agreement, the following travel and mileage expenses will take effect. These will not affect jobs already in progress at the date of this Agreement.

(a) Area 1 – Any job within fifty (50) road miles of permanent home or permanent place of employment shall be a free zone with no travel time allowance. Road miles shall be defined as most reasonable direct route to the job site.

(b) Area 2 – Fifty (50) to one hundred (100) road miles – Employees who work on a job over fifty (50) road miles but not over one hundred (100) road miles from his permanent home or permanent place of employment shall be paid current mileage rate per mile beyond the edge of Area 1 for each working day. Mileage at current applicable IRS rate to be updated every May 1 for life of contract.

(c) Area 3 – Over one hundred (100) road miles – Employees working on any job over one hundred (100) road miles from his permanent home or permanent place of employment shall receive his living expenses of thirty-five dollars (\$35.00) per day for all days, including Saturdays, Sundays and holidays plus current mileage rate per mile for one (1) trip to and one (1) trip from the job providing, however, that if living expenses exceed thirty-five dollars (\$35.00) per day the Employer shall pay all reasonable documented expenses, and lodging. (No free zone in Area 3) Mileage at current applicable IRS rate to be updated every May 1 for life of contract. Per diem must be paid for all days worked and on short weeks.

(d) For the purpose of clarification: the permanent place of employment provided for in the previous sections of Addendum IV, Article VII, shall be the home shop of the Employer within the jurisdiction of Local Union 7 Zone 2 or the Local Union office.

(e) Air travel – The following expenses shall be paid by the employer: air fare, car rental and parking costs. If travel is required outside the normal work hours, employees will be paid at straight time hourly rate based on stated itinerary, rounded to the nearest hour. Travel times will be determined by the

contractor. All receipts for parking and fuel must be turned in for reimbursement.

(f) Employees shall receive mileage and/or expense payments if they are sent to a job by the Employer and there is no work available. Any employee who leaves a job without cause shall not receive mileage and/or expense money for the days that he does not work on the job that he left.

**ADDENDUM V
WAGES, FRINGES, FUNDS AND PAYMENTS**

(See Article VIII, Section 1)

SECTION 1. Wage Package Breakdown

(a) During the period from May 1, 2021 to April 30 2024 inclusive, the minimum wage rate of journeymen sheet metal workers covered by this agreement when employed in a shop or on a job site within the territorial jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be as follows: (See Addendum XII for wage rates for apprentices; see Addendum XIII for wage rates for preapprentices and see Addendum XIV for wage rates for the classified worker.)

Wages at the established rates specified herein shall be paid by check, electronic deposit or mailed.

	<u>5/1/21</u>	<u>5/1/22</u>	<u>5/1/23</u>
Base Rate	\$34.27	\$1.40	\$1.40
Vacation/Misc/deduct	-2.14		
Y to Y & MSBT/deduct*	-0.55	To	To
WA/Per Capita/deduct**	-1.17	Be	Be
Health Care Plan	7.22	Determined	Determined
Local Pension	6.97		
National Pension Fund	0.64		
ITI, SMOHIT, NEMI***	0.17		
Zone 2 Education Fund	0.60		
Industry Fund	0.40		
Total Package	\$50.27		

*\$0.55 distributed as follows: \$0.51 Youth to Youth Fund and \$0.04 to MSBT. (Maximum 40 hours, after 40 hours money on check). *Please refer to the current wage page for the yearly rate amount.*

**Work Assessment is based on 2% of the total package, minus Industry Fund and all hours worked. Per Capita is paid at \$0.17 per hour. Both are paid on all hours worked. *Please refer to the current wage page for the yearly rate amount.*

***\$0.17 distributed as follows: \$0.12 ITI, \$0.02 SMOHIT and \$0.03 NEMI (See Article VIII, Section 14)

(b) Building Trades members of Local 7 may accept employment in any job classification offered and authorized by the Union, but at the appropriate wage and fringe benefit of that classification.

SECTION 2. Fringe Benefit Reporting and Payment

(a) Combined report forms for the Health Care Fund, Local #7, Zone 2 Pension Fund, Work Assessment, Youth to Youth, MSBT, Vacation Fund, Education Fund (JATC), Industry Fund, National Pension Fund, International Training Institute (ITI), SMOHIT and NEMI will be supplied by the Fringe Benefit Fund Administrators, TIC International Corporation. The forms may be used by all employers for such data as may be required by the Administrators, and one copy is to be retained by the Employer and one copy is to be mailed to the Sheet Metal Workers' Local 7, 4931 Contec Drive/Lansing, MI 48910

(b) A Single check shall be written for all employee benefits described in Section 2(a) of this addendum. All fringe benefits are due and payable by the 15th of each month. Make check payable to "SMART Local #7, Zone 2 Benefit Funds" and mail to P.O. Box 673492, Detroit, MI 48267-3494. (For hand delivery-TIC International Corporation, 6525 Centurion Drive, Lansing, MI 48917-9275) Telephone 517-321-7502 – Fax 517-321-7508 and a toll-free number is available at 866-887-4338.

(c) All fringes are due on or before the 15th day of the month for hours work in the previous month. The trustees of the fringe benefit funds are authorized to have their auditor or an independent accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of the contributions made to each of the fringe benefit funds. If the audit reveals that inaccurate contributions or an insufficient number of contributions have been made, the Employer agrees to pay the accountant's fees for the audit, but not to exceed the amount of the delinquency, and also all legal fees and costs incurred in collecting the accountant's fees if judicial enforcement of this paragraph is necessary.

SECTION 3. Vacation and Savings

(a) From the effective date of this Agreement to April 30, 2021, the Employer shall pay to each journeyman sheet metal worker and registered apprentice a vacation and savings allowance in the amount set forth in Addendum V, Section 1 of this Agreement. (Apprentice vacation pay will be maintained on the same percentage basis as applied to their base wage.)

(b) All sums deposited pursuant to this section and any interest earned thereon shall become the exclusive property of the employee to whose account the deposits are credited and may be withdrawn by the employee at any time.

(c) Gross wages for the purposes of computing all payroll withholdings, such as income taxes, social security, unemployment insurance, etc., but shall be

withheld from the employee's weekly paycheck and paid monthly by the Employer as provided in Section 2.

(d) Any traveler working under a reciprocity agreement will not have Vacation deducted from base pay and will be paid on the check.

SECTION 4. Health Care Fund (See Article VIII)

The Union and the Sheet Metal Employers Association of Western Michigan have established a Health Care Fund wherein there will be deposited the sum set forth in Article VIII and Addendum V, Section 1 of this Agreement for each hour worked by an employee for the Employer; and the Employer hereby agrees to make such payments.

SECTION 5. Pension Retirement Fund (See Article VIII)

(a) The Employer agrees to contribute monthly to a Pension Retirement Fund mutually agreed to by Sheet Metal Employers Association of Western Michigan and Local Union 7 Zone 2 at the rate set forth in Article VIII, and Addendum V, Section 1 of this Agreement per man hour for all employees covered by this Agreement.

SECTION 6. Penalties on Wages and Local Fringe Payments (See Article VIII)

(a) If the prescribed fringe payments are not received by the appropriate fund office specified in Section 2 by the 20th of the following month, a late fee of 3% compounded monthly will be assessed on the fringes due. If the Employer does not pay the prescribed fringe benefits by the 20th of the month twice in any one calendar year, a late fee of 10% compounded monthly will be assessed on all fringes due for the second and all subsequent late payments. If the 20th of the month falls on a Sunday or other legal holiday, the late fee will not be assessed if the payments are received on the following day.

(b) If the Union or trustees of any of the fringe benefit funds decide to employ attorneys and/or accountants to collect any delinquent wages and/or fringe benefit payments, all reasonable fees for their professional services and expenses will be paid by the delinquent Employer.

SECTION 7. Employers who become delinquent will be notified of their delinquency by the administrator and the Local Union within seventy-two (72) hours after the delinquency occurs. At this time the Local Union may close the shop or job to force collection and take such other legal action as may be deemed necessary.

The delinquent employer may be put on a weekly collection basis if he is allowed to continue employment of Local 7 Zone 2 members.

SECTION 8. Surety Bonds and Security Deposits

(a) Upon becoming a party to this Agreement, the Employer shall deliver to the administrator for the fringe benefit funds, TIC International Corporation, and to the Local Union, on behalf of the Trustees of the Sheet Metal Workers' Local 7, Zone 2 Fringe Benefit Funds, a surety bond in the amount as set forth below. The bond shall be by an insurance or surety company authorized to do business in the State of Michigan on a form acceptable to the Trustees and in an amount according to the following schedule:

- (1) If the Employer's place of business is outside the geographical areas of the Collective bargaining Agreement, the following schedule shall apply:
 - (i) If the average straight time hours of work per month expected to be performed within the jurisdiction of the Local Union is less than 1,000 hours, the amount of the bond shall be \$20,000.
 - (ii) If the average straight time hours of work per month expected to be performed within the jurisdiction of the Local Union is more than 1,000 but less than 2,500 hours, the amount of the bond shall be \$50,000.
 - (iii) If the average straight time hours of work per month expected to be performed within the jurisdiction of the Local Union is more than 2,500 hours, the amount of the bond shall be \$100,000.
- (2) If the Employer's place of business is within the geographical area of the Collective Bargaining Agreement, the following schedule shall apply:
 - (i) If an average of not more than 1,000 straight time hours per month was reported during the preceding calendar year, the amount of the bond shall be \$10,000.
 - (ii) If an average of more than 1,000 but less than 2,500 straight time hours per month were reported during the preceding calendar year, then the amount of the bond shall be \$25,000.
 - (iii) If an average of more than 2,500 straight time hours per month were reported during the preceding calendar year, then the amount of the bond shall be \$50,000.

(b) If at any time the number of straight time hours reported by the Employer for a period of three (3) successive months exceeds the number of hours used for determining the amount of the surety bond provided, the Employer shall, within

15 days of the end of such three (3) month period, without notification from the Administrator or the Trustees, increase the amount of the surety bond in accordance with the schedule set forth above.

(e) If any Employer is unable or unwilling to obtain a surety bond at the time of signing this agreement, the Employer SHALL furnish a cash surety deposit in accordance with the following schedule.

Average Number of Employees	Cash Security Deposit Required
1-2	\$6,000
3-5	\$10,000
6-15	\$15,000
16-30	\$20,000
31 – More	\$30,000

(d) The cash security deposit shall be made within 48 hours of signing this Agreement. The cash security deposit shall be placed in a segregated account and jointly administered by the Trustees of the Sheet Metal Workers' Local No. 7, Zone 2 Pension Fund and the Trustees of the Sheet Metal Workers' Local No. 7, Zone 2 Health Care Fund. The account shall at all times be separate from any other purpose. Nothing herein shall preclude the Employer from substituting a surety bond for any cash security deposit made under this section. The cash security deposit shall be returned to the Employer upon the presentation of the surety bond. The Employer shall at all times while doing work within the jurisdiction of the Local Union have on deposit with the Administrator and the Local Union a surety bond or a cash security deposit in the amount set forth above.

(e) A copy of the Employer's surety bond and any increases thereof, or written evidence of a cash security deposit if a surety bond is not provided, shall be sent to TIC International Corporation and the Local Union at the addresses set forth above 48 hours prior to the start of a job pursuant to this Agreement. Failure to supply this Bond shall result in the removal of all eligible employees affected by this Agreement.

(f) The Employer shall provide TIC International Corporation and the Union with a document which clearly states:

1. The full name and address of the surety company issuing the bond.
2. The name and address of the agent for service of process for the surety company issuing the bond.
3. The name and address of the local agent for the surety company issuing the bond.

(g) The Trustees shall be authorized and empowered on behalf of the Trust to

waive the requirement of surety bond or cash security deposit for any Employer provided the Employer agrees to pay its fringe benefits on a weekly basis. In such event, submission of the weekly contribution form and remittance of payment shall be made together no later than three (3) working days following the end of the Employer's weekly pay period. The exact day for submission will be set by the Trustees at the time they waive the bond requirement. If the fringe benefit payments of an Employer paying on a weekly basis are not received on the due date, the Employer shall be subject to the provisions of Sections 6 and 7 of this Addendum. At any time the Trustees determine it is necessary, they may require the Employer to post the surety bond or cash security deposit provided above.

(h) The parties to this Agreement recognize that as of the effective date of this Agreement there are Employers who have been signatory to this Agreement and paid fringe benefit contributions on behalf of their Employees for a substantial period of time and have not defaulted in their obligation to pay fringe benefits. Therefore, in recognition of this fact, the parties agree the Trustees may, in their discretion, waive the provisions of this Section 10 for any Employer who was signatory to a Collective Bargaining Agreement with Local 7 Zone 2 immediately prior to the effective date of this Agreement.

(i) The average number of employees for purposes of this paragraph shall be determined on the basis of the six (6) month period of the preceding May 1 through October 31, and shall be computed by dividing the total number of employees appearing on the payroll for this period by the number of weeks that employees covered in this Agreement appeared on the payroll.

(j) If an employer is delinquent in making fringe benefit payments in accordance with this Agreement, the Fund Administrator will apply for payment of the amounts that are due on the surety bond or from the cash security deposit, as the case may be.

(k) After payment of delinquent fringe benefits from a cash surety deposit, the Fund Administrator will notify the Employer of the amount paid from the cash security deposit and the Employer will deposit that amount within 72 hours after the notification by the administrator so that the cash security deposit will be restored to the amount required in the schedule.

(l) The Union shall not be required to furnish employees to any Employer failing to fulfill its obligations under this Section.

(m) No claim may be asserted or paid from deposits made hereunder for any obligations for any Employer accruing during any period prior to the effective day of this Agreement.

(n) Notwithstanding any other provisions of this Article, if an Employer has

been current the last 12 months before the renewal of the existing bond or the initial bond, no bond shall be required. No bond shall be required for any out-of-town contractor who has completed his work within the jurisdiction of the Union, filed all final reports, and is fully paid in all funds. Upon entering the area again, a new bond shall be required by the out-of-town contractor.

ADDENDUM VI
Sheet Metal Workers' National Pension Fund
"Standard Form of Participation Agreement"
FIRST ALTERNATIVE SCHEDULE

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

- (a) Commencing with the adoption April 30, 2008, and for the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the Fund \$0.00 an hour (or any increase amount including subsequent agreements), (SEE WAGE PAGE FOR CURRENT AMOUNT) for each hour or part of an hour for which an employee covered by the collective bargaining agreement between the Employer and the Union receives the basic hourly wage rate. Contributions will be paid on hours worked. Contributions are required for vacation time, sickness and other hours for which payment is made to the employee in accordance with the applicable collective bargaining agreement between the Employer and the Union.
- (b) This *Addendum/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The parties adopt the First Alternative Schedule in this Collective Bargaining Agreement ("Agreement"). The parties acknowledge receipt of the First Alternative Schedule, the Rehabilitation Plan and NPF Trust Document. This Agreement incorporates by reference the First Alternative Schedule, the Rehabilitation Plan, the Fund's Trust Document and Plan Document. The Employer agrees to contribute consistent with the timing and amount of the Contribution Rate increases established in this Agreement and as required under the First Alternative Schedule as amended from time-to-time. The Employer will increase its NPF Contribution Rate on or before the date, and in the amounts, required in the First Alternative Schedule.
- (c) For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the First Alternative Schedule in effect at the time the increases are due and the Trust Document, for each hour or part of

an hour for which an Employee covered by this Agreement receives the basic hourly wage rate.

- (d) Contributions for those hours for which wages are paid at time and one-half or double time wage rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly NPF Contribution Rate respectively, unless this Agreement does not require the contributions for any other fund to be increased at one and one-half, or two times the hourly contribution rate respectively, for such hours. (Note: this agreement is paid at straight time – 40 hours)
- (e) The Employer shall contribute for hours for which payment is due to the employees under this Agreement such as vacation time, sickness, absences, and school, unless no funds for which cents-per-hour contributions are due under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.
- (f) Contributions shall be paid starting with the employee's first day of Covered Employment (as defined in the Plan Document).
- (g) All contributions shall be made at such time and in such manner, as the Trustees require. Employers shall submit a remittance report and the required contributions to the Fund Office no later than the twentieth (20th) of the month following the month when Covered Employment was performed. Employers should report and contribute via the Fund's on-line reporting and remittance system at www.smwnpf.org.
- (h) The Fund may audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of Fund contributions and the Employer's ability to meet its contribution obligations. If the audit reveals that an Employer made inaccurate contributions or failed to pay contributions in full, Employer agrees to pay interest, liquidated damages and fees, as the Trust Document requires. Failure to timely pay and file remittance reports constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer and/or termination of Covered Employment for service with the Employer, to collect such delinquent payments, notwithstanding any other provisions of this Collective Bargaining Agreement.

**ADDENDUM VII
WORKING SUPERVISORS**

SECTION 1(a) When four (4) employees of the Employer are working on a job site (away from the Employer's shop) one of such employees shall be a working foreman and in that capacity shall receive a minimum of two dollars and thirty-

five cents (\$2.35) per hour over and above the wage rate provided in Addendum V and Article VIII.

(b) When there are ten (10) employees of the Employer working any such job, one (1) employee shall be a working general foreman in addition to the one working foreman provided in Section 1 (a), and in that capacity shall receive a minimum of two dollars and eighty-five cents (\$2.85) per hour over and above the wage rate provided in Addendum V and Article VIII.

(c) When an Employer from outside the territorial jurisdiction of the Union works in such jurisdiction he shall, provided he has secured journeymen sheet metal workers pursuant to Article IV, secure his working foreman and working general foreman pursuant to the provisions of Article IV, Sections 1 and 2, it being understood that any such Employer shall select the employees who shall be his working foreman and working general foreman.

(d) Any employer having a place of business where fabrication of any article covered by Article I of this Agreement is performed shall designate a sheet metal journeyman as a full time shop foreman at two dollars and eighty-five cents (\$2.85) per hour above his normal base rate for a shop that regularly employs five (5) or more. If less than five (5) the rate shall be two dollars and thirty-five cents (\$2.35) per hour over his normal base rate.

If the shop has a second shift the foreman on the second shift that employs five or more shall receive two dollars and thirty-five cents (\$2.35) per hour above his normal base rate. If less than five (5) the rate shall be one dollar and seventy-five cents (\$1.75) per hour above his normal base rate.

ADDENDUM VIII
STEWARDS / VISITATION

Article VIII, Section 1

(a) The Business Representative shall appoint a steward at each job site or shop. The Employer, with proper notification, shall not prohibit a Representative of The International Association of Sheet Metal, Air, Rail and Transportation Workers Local 7 access to any shop or job site at any reasonable time with proper justification.

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

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

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

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

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

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

(h) In the event that the steward is temporarily unable to perform his duties, the Business Representative shall appoint a replacement.

(i) Visitation - The duly authorized Union representative shall be permitted to visit the shop or job during the work hours to interview the Employer or the employees. The Union representative shall notify the Employer and or customer before entering the plant or job site are.

**ADDENDUM IX
CONTRACT PRINTING**

Printing of the new contracts is to be paid for by the Local Industry Fund and be the responsibility of the Local Union for printing.

**ADDENDUM X
DRUG TESTING & PREHIRE PHYSICAL**

SECTION 1. All new qualified applicants for employment will be subject to drug testing and a pre-hire physical. The testing and pre-hire physical are to be the responsibility of the contractor and paid for by the contractor. There will be no random testing.

SECTION 2. The dangers and costs which alcohol and other chemical abuses can create in the sheet metal industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component.

The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles and legitimate interests of privacy and confidentiality. However the Union reserves the right to review the Association

policy with an attorney to be sure the employee's rights are not violated before the implementation of said policy by the Employer.

When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ADDENDUM XI TOOLS

(See Article IX, Section 1)

SECTION 1. (a) The following listed tools shall be a minimum requirement of all journeymen sheet metal workers, registered apprentices, qualified preapprentices and classified workers:

1. Tool box
2. 1-riveting or setting hammer
3. 1-pair left and 1-pair right aviation snips
4. 1-pair straight snips (#17 or #18 Weiss or equal)
5. 1-6 inch and 1-10 inch wrench
6. Assorted screw drivers
7. 1-scratch awl
8. 1-center punch
9. 1-pair pliers
10. 2-drift pins
11. 1-tri square
12. 1-12 foot tape measure
13. 1-hack saw (blades to be furnished by Employer)
14. 2-pair vice grips
15. 1-dividers

(b) The Employer will provide to any apprentice or preapprentice, after 30 days of employment, the minimum tool list for this agreement. The cost of these tools will be deducted from the apprentice or preapprentice wages spread over a period not to exceed 12 weeks.

SECTION 2. Employee Vehicles (See Article IX, Section 2)

(a) It will not be a violation of Article IX, Section 2 of this Agreement, or any Union rules if an employee shall transport in his personal vehicle, tools belonging to his Employer, such as electric drill motors, grinders, extension cords, welding cable or other any other tools that will fit in an 18"x12"x6" tray.

(b) Any employee may refuse, as a condition of employment, to transport such items belonging to an Employer in his personal vehicle and he shall not be subject to any disciplinary action, retaliation or be discharged for such refusal.

(c) If a charge is made that an Employer had taken retaliatory action against an employee for refusing to transport such items, the charge shall be referred to the Local Joint Adjustment Board to consider the merits of said charge.

- (d) If the Local Joint Adjustment Board finds that the charge is substantiated, the Board shall have the right to instruct all employees of that Employer covered by this agreement, to refuse to transport any tools or materials except for personal effects in their personal vehicles.

**ADDENDUM XII
APPRENTICESHIP**

(See Article XI, Section 1)

SECTION 1. (a) The apprenticeship is a four (4) year program.

- (b)
- | | |
|-------------|-----|
| First year | 50% |
| Second year | 60% |
| Third year | 70% |
| Fourth year | 80% |

(c) The fringe package for four (4) year apprentices:

1st and 2nd year:

- | | |
|--------|--|
| 100% | *International Training Institute |
| 100% | Local Education Fund |
| 75% | Health Care Fund |
| 25% | Local Pension Plan |
| 100% | Industry Fund |
| 100% | National Pension Fund |
| \$0.18 | Youth to Youth Fund (deduction from base rate) |
| \$0.04 | M.S.B.T. (deduction from base rate) |

Note: four (4) hours' school pay for 1st and 2nd year apprentice (No fringes)

*International Training Institute to be \$0.12 ITI, \$0.02 SMOHIT and \$0.03 NEMI.

3rd and 4th year:

- | | |
|--------|--|
| 100% | *International Training Institute |
| 100% | Local Education Fund |
| 100% | Health Care Fund |
| 100% | Local Pension Plan |
| 100% | Industry Fund |
| 100% | National Pension Fund |
| \$0.18 | Youth to Youth Fund (deduction from base rate) |
| \$0.04 | M.S.B.T. (deduction from base rate) |

Note: four (4) hours' school pay for 3rd and 4th year apprentice (No fringes)

*International Training Institute to be \$0.12 ITI, \$0.02 SMOHIT and \$0.03 NEMI.

(d) Fourth year apprentices, in their last six (6) months, will be allowed to work without direct journeyman supervision on any job (shop or field with one (1) apprentice) as long as they are found capable by management.

(e) All apprentices will be required to attend an orientation class for up to 40 hours as part of their apprenticeship. Cost to be paid for by the youth to youth fund.

SECTION 2. The J.A.T.C. will establish and maintain a testing procedure and a list of qualified preapprentices and apprentice applicants, and will refer all preapprentices and apprentices to the Employer with a written referral from the Union.

SECTION 3. (a) The J.A.T.C. will establish a grade point average for all apprentices within Zone 2. Apprentices will receive ½ hours pay for every hour of class time, for each school day with no fringes.

(b) If an apprentice is laid off, they still are required to attend school and pay would be covered by unemployment insurance. If off due to medical circumstances, pay would come via worker's compensation insurance or other insurances.

ADDENDUM XIII
PREAPPRENTICE RATIO AND RATE OF PAY

(See Article XII)

SECTION 1. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee and the Joint Apprenticeship and Training committee shall grant one (1) preapprentice for each apprentice employed.

SECTION 2. Preapprenticeship Term

(a) No new preapprentice shall be retained beyond two years unless he has been found to be qualified as an apprenticeship applicant. Preapprentices shall be tested prior to starting employment by the Joint Apprenticeship and Training Committee. However, preapprentices that are now employed may continue in that position for the duration of this Agreement.

SECTION 3. Wage rates for preapprentices are 40% of journeyman base rate. The fringe package is as follows:

75% Health Care Fund
100% Industry Fund
100% Local Training Fund

**ADDENDUM XIV
CLASSIFIED WORKER**

(See Article XIII)

SECTION 1. (a) It is hereby agreed that the Employer may apply to the Union and the Union shall provide a Classified Worker on the basis of one (1) Classified Worker to three (3) journeymen. In the event the Union is unable to supply the requested number of qualified and competent Classified Workers within forty-eight (48) hours of such request, the Employer may hire such persons wherever available and train such persons to perform the work required.

(b) The Classified Worker must have practical working experience in the sheet metal trades. The scope of work shall include all work as specified in Article I of this Agreement.

(c) The wage rate for the Classified Worker shall be fifty percent (50%) of the journeyman base rate. The fringe package will be as follows:

100%	Health Care Fund
\$2.02	National Pension Fund (<i>Per Alternative Schedule</i>)
100%	Industry Fund
100%	Local Training Fund
100%	*International Training Institute
\$0.18	Youth to Youth Fund (deduction from base pay)
\$0.20	Work Assessment (deduction from base pay)
\$0.04	M.S.B.T. (deduction from base pay)

(M.S.B.T., Youth to Youth and Work Assessment to be capped at 40 hours.)

*International Training Institute to be \$0.12 ITI, \$0.02 SMOHIT and \$0.03 NEMI.

(d) The Classified Worker may be employed in any zone which has a Classified Worker classification in their agreement.

(e) Apprentices who, in the opinion of the contractor, are qualified to be a Classified Worker, but cannot meet the requirements of the Apprenticeship Committee, may be employed as a Classified Worker.

**ADDENDUM XV
INJURIES**

SECTION 1. (a) If at any time on the job an employee is injured, it shall be the steward's or the Contractor's responsibility to see that the tools of the injured man are correctly taken care of, with no lost time. The injured employee, if unable to continue work due to written doctor's orders, will be paid the remaining hours of an eight (8) hour day at straight time.

(b) All injuries, except those that are undetectable, must be reported within a twenty-four (24) hour period excluding Saturday, Sunday and holidays. It shall

be the responsibility of the injured employee to report said injury to the company representative and union steward.

**ADDENDUM XVI
WORKING CONDITIONS**

SECTION 1. (a) The Union and the Employers agree to cooperate in all matters for the betterment of the industry, realizing that the best working conditions depend upon a prosperous industry.

(b) Unsatisfactory workmanship, absenteeism, neglect in the care and treatment of the Employer's property, tools and equipment shall be sufficient cause for dismissal by the Employer. The Union and the Association will be advised of such dismissal and cause.

(c) It is agreed that no Contractor or Employer will be permitted to do the work of a journeyman nor will any journeyman over whom the Local has control be permitted to contract, subcontract or do piecework or moonlighting of any kind.

(d) (1) The Employer shall make reasonable provisions for the safety and health of his employees during the hours of their employment both in the shop and on the job site.

(2) The Employer further agrees to comply with the Employer responsibility provisions rule 617 of Part 6 (Personal Protective Equipment) of Michigan Construction Safety Commission as follows:

R408.41616 Employer Responsibility.

Rule 617.

(1) An Employer shall provide to an employee, at no expense to the employee, the initial issue of personal protective equipment and replacement equipment necessary due to reasonable wear and tear required by this part or any other construction safety standard rules, unless specifically indicated otherwise in this part or any other construction safety standard rules, or unless a collective bargaining or other employer employee agreement specifically requires employees to provide such equipment.

(2) An Employer shall require an employee to wear personal protective equipment when prescribed by the rules of this part.

(3) If the Employer supplies personal protective equipment which is worn in direct contact with the skin, the equipment shall be sanitized before being reissued to another employee.

(4) Sub-rule (1) of this rule does not preclude an Employer from developing company rules concerning the replacement of personal protective equipment where not in conflict with a collective bargaining agreement.

(5) Any company rule which deals with the replacement of personal protective equipment shall be in writing, shall be issued to an employee

upon hiring or on file with an authorized employee representative, and shall be posted.

(e) The Employer agrees that on all job sites exceeding thirty (30) consecutive days during inclement weather, and requiring a minimum of five (5) men, a heated enclosed area will be provided for the use of his employees.

(f) When an Employer has a job that requires the employee to park in a particular parking area, the Employer shall reimburse the employee for his expenses.

**ADDENDUM XVII
COFFEE BREAKS**

SECTION 1. (a) The Employer agrees to provide two (2) ten (10) minute personal breaks per day at the work station within 8 hours with a 3rd ten (10) minute coffee break after 10 hours.

(b) Not including a four (4) day, ten (10) hour workweek.

**ADDENDUM XVIII
FAVORED NATIONS**

SECTION 1. The Union will not extend or permit in any company or association within the jurisdiction of Local 7 Zone 2, any base rates, fringe benefit costs or working conditions more favorable to an Employer than those contained in this Agreement, unless same be granted to all signatory contractors of Local 7 Zone 2. The Union will report to the Association secretary any present or new conditions, rates or fringes differing from those expressed in this Agreement. Project agreements are excluded from the Favored Nations Clause. Newly organized employers will have up to 12 months to come into compliance with all of the terms of this Agreement.

**ADDENDUM XIX
LABOR MANAGEMENT MEETINGS**

SECTION 1. A planned Labor Management meeting of equal numbers from both sides will be held quarterly with the cost to be the responsibility of the contractors' Industry Fund.

**ADDENDUM XX
ARTICLE VIII, SECTION 13(c)**

Delete Section 13(c) of Article VIII of the Standard Form of Union Agreement.

**ADDENDUM XXI
ARTICLE X SECTION 8**

Delete Section 8 of Article X of the Standard Form of Union Agreement.

ADDENDUM XXII

ARTICLE I SECTION 1(d)

It is not the intent of Article I, Section 1(d) of the Standard Form of Union Agreement to limit the use of computer drawn plans as generated by an architectural firm or degreed engineer.

ADDENDUM XXIII

CONCENTRATED TRAINING

Delete Section 8, Article XI of the Standard Form of Union Agreement.

ADDENDUM XXIV

SAFETY TRAINING

SECTION 1. The Union and Management shall jointly administer a mandatory safety training program for every member of Local 7 Zone 2. This training would cover mandated training of subjects required by OSHA and MIOSHA, i.e., first aid, CPR, hazardous materials, asbestos awareness, etc. The Joint Apprenticeship and Training Committee shall be responsible for all funding and supervision of this program.

They shall work in coordination with the office of the Training Coordinator to notify both the Union and Contractors regarding the certification of the employees.

If a member fails to maintain his/her certification then that member shall be responsible for the cost, including any fees associated with re-certification, unless waived by the JATC. All training schedules and expiration periods shall be governed by the applicable agency, Standard or Code.

SECTION 2. Sheet metal workers shall complete OSHA 10 / OSHA 30 training as well as any mandatory refresher course as a condition of employment in the sheet metal industry. Such training shall be completed on the employee's time.

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

SECTION 3. OSHA 30 training to be during normal working hours and employees will be paid the base rate with no benefits for all training hours. Trainees will be selected by employer. MSHA training will be paid in accordance to the guidelines in 30 CRF Part 48.10 (a)(b) and Part 46.10.

ADDENDUM XXV

DUES CHECKOFF / MEMBERSHIP REQUIREMENTS

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

SECTION 2. The Employer agrees to require membership in good standing in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. (See Article V)

SECTION 3. The Union agrees to indemnify and hold the Employer harmless from any legal claims by the employees based upon, or arising from, the provisions or requirements of this Article. (See Article V)

ADDENDUM XXVI
INTEGRITY CLAUSE

(a) A “bad-faith employer” for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner’s control, has ownership interests (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of SFUA Article I herein above using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement, or if such business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local union affiliated with The International Association of Sheet Metal, Air, Rail and Transportation Workers, AFL-CIO in that area.

(b) An Employer is also a “bad-faith employer” when it is owned by another entity as its direct subsidiary or as a subsidiary of any other subsidiary

within the corporate structure thereof through a parent-subsiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of SFUA Article I herein above using employees whose wage package, hours and working conditions are inferior to those prescribed in this Agreement or, in such other business entity is located or operating in another area, inferior to those prescribed in the Agreement of the sister local union affiliated with The International Association of Sheet Metal, Air, Rail and Transportation Workers, AFL-CIO in that area.

(c) Any Employer that signs this Agreement or is covered thereby by virtue of being a member of a multi-employer bargaining unit expressly represents to the Union that it is not a “bad-faith employer” as such term is defined in Section 1 herein above and, further, agrees to advise the Union promptly if at any time during the life of this Agreement said Employer changes its mode of operation and becomes a “bad-faith employer.” Failure to give timely notice of being or becoming a “bad-faith employer” shall be viewed as fraudulent conduct on the part of such Employer.

ADDENDUM XXVII

STUDENT LEARNER CLASSIFICATION

Student Learners are governed by the school sponsoring them into the sheet metal industry. The tasks they are allowed to perform shall be set up by the sponsoring school. Wages will be based on current minimum wage rates. All Student Learners will have to pass through the J.A.T.C. training facility before reporting for work at their sponsoring shop.

ADDENDUM XXVIII

RESIDENTIAL LIGHT COMMERCIAL

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

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

**LOCAL UNION NO. 7-SM ZONE 2
OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL,
AIR, RAIL AND TRANSPORTATION WORKERS**

Samual J. Fuller (Business Manager), David Rutz,
Tate Brown, Ryan Kittle, Brenten Prindle

**SHEET METAL EMPLOYERS ASSOCIATION
OF WESTERN MICHIGAN**

James Holst (Chairman), Gary Bird,
Andy Kanaar, Don Fialek, Ron Sejat, Jan Green

For the Union:



For the Association:



We the undersigned have read and understand the terms and conditions of the foregoing Labor Agreement and hereby agree to be bound thereto:

Company name (please print)

Owner or Principal (please print)

Signature of Owner or Principal

Date Signed

Address

Tax ID#

City

State

Zip Code

Telephone

Fax

JOURNEYMAN PAY BREAKDOWN
 WESTERN MICHIGAN – LOCAL 7 ZONE 2
 May 1, 2021 to April 30, 2024

	<u>8/1/21</u>	<u>00/00/00</u>	<u>00/00/00</u>
Base Rate	\$34.27	\$1.40	\$1.40
Vacation/Misc/deduct	-2.14		
Y to Y & MSBT/deduct*	-0.55	To	To
WA/Per Capita/deduct**	-1.17	Be	Be
Health Care Plan	7.22	Determined	Determined
Local Pension	6.97		
National Pension Fund	0.64		
ITI, SMOHIT, NEMI***	0.17		
Zone 2 Education Fund	0.60		
Industry Fund	0.40		
Total Package	\$50.27		

*\$0.55 distributed as follows: \$0.51 Youth to Youth Fund and \$0.04 to MSBT. (Maximum 40 hours, after 40 hours money on check). *Please refer to the current wage page for the yearly rate amount.*

**Work Assessment is based on 2% of the total package, minus Industry Fund and all hours worked. Per Capita is paid at \$0.17 per hour. Both are paid on all hours worked. *Please refer to the current wage page for the yearly rate amount.*

***\$0.17 distributed as follows: \$0.12 ITI, \$0.02 SMOHIT and \$0.03 NEMI (See Article VIII, Section 14)

